

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 55
2. CONTRACT (Proc. Inst. Ident.) NO. [Redacted]		3. EFFECTIVE DATE 1 August 2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY [Redacted] Washington, DC 20505		6. ADMINISTERED BY (If other than Item 6) For any questions, please call [Redacted]		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) SRI International 1771 Pine Hall Road State College, PA 16801				8. DELIVERY FOB Destination	
11. SHIP TO/MARK FOR CODE [Redacted]		12. PAYMENT WILL BE MADE BY CODE [Redacted]		9. DISCOUNT FOR PROMPT PAYMENT	
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ITEM ADDRESS SHOWN IN:	
13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() <input checked="" type="checkbox"/> 41 U.S.C. 253(c)()		14. ACCOUNTING AND APPROPRIATION DATA		See contract clause G-3	
15A. ITEM NO.	15B. SUPPLIES/SERVICES This contract may be executed in counterparts, each which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
15G. TOTAL AMOUNT OF CONTRACT ► Base Contract					
16. TABLE OF CONTENTS					
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME OF CONTRACTING OFFICER [Redacted]		
19B. NAME OF CONTRACTOR _____ (Signature of person authorized to sign)		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED

Contract

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RAILHEAD SCD RFP TABLE OF CONTENTS

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Contract [redacted]

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SECTION A - SOLICITATION/CONTRACT FORM

A-1. [redacted] Use of Facsimile Signatures (JUN 2002)

This Contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Unless identified otherwise, all clauses and provisions of the base contract are applicable to all task orders.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. Type and Scope of Contract (IDIQ) (OCT 2003)

(a) This is an indefinite-delivery/indefinite-quantity (IDIQ) contract, as identified under Federal Acquisition Regulation (FAR) 16.504. Requirements will be placed under this contract through either Cost-Plus-Award-Fee/Completion (CPAF), Cost-Plus-Fixed-Fee/Level Of Effort (CPFF/LOE) task orders. The minimum and maximum quantity of services to be purchased under this IDIQ contract are set forth below.

(1) Total minimum quantity of services to be purchased under this IDIQ contract awarded shall be

(2) Total maximum quantity of services to be purchased under this IDIQ contract shall be

(b) The Contractor shall, in accordance with the terms and conditions set forth hereafter, furnish the necessary qualified personnel, services, travel, facilities, and materials (except those specifically to be provided by the Government) and do all things necessary and incident to the completion of the contractual effort in accordance with Section C, (See Section J, Attachment 1 – Statement of Objectives for the RAILHEAD Systems Definition Contract – Base Contract) and **AS SET FORTH IN TASK ORDER SOWS**.

(c) Clauses Applicable to Cost Plus Award Fee (CPAF) Completion Task Orders: At a minimum, the following paragraphs shall be applicable to all **CPAF COMPLETION** Task Orders issued under this contract, unless otherwise specified in an individual task order. Additional requirements may be specified in each task order. Full text is available as attachment to the contract, as noted below.

(1) Type of Contract and Consideration (CPAF) (OCT 2003) (See Section J, Attachment 2 – Section B.1 Clauses)

(2) Scope of Contract (Statement of Work) (OCT 2003)
(See Section J, Attachment 2 – Section B.1 Clauses)

(d) The following estimated pricing is applicable to all CPAF Completion Task Orders issued under this Base IDIQ contract, beginning with Task Order 1, in the periods as noted below:

Contract [redacted]

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System Concept Definition (SCD)

Base IDIQ

July 2006 - July 2011

COST PLUS AWARD FEE/Completion (CPAF) Work: Base Period (1 Aug 2006 – 31 Jul 2007)

Labor Category	Estimated Cost/Hr.	Award Fee/Hr.	Total CPAF/Hr.

Contract [redacted]

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**COST PLUS AWARD FEE/Completion (CPAF) Work: Option Period 1 (1 Aug 2007 –
31 Jul 2008)**

Labor Category	Estimated Cost/Hr.	Award Fee/Hr.	Total CPAF/Hr.

Contract _____

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**COST PLUS AWARD FEE/Completion (CPAF) Work: Option Period 2 (1 Aug 2008 –
31 Jul 2009)**

Labor Category	Estimated Cost/Hr.	Award Fee/Hr.	Total CPAF/Hr.

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**COST PLUS AWARD FEE/Completion (CPAF) Work: Option Period 3 (1 Aug 2009 –
31 Jul 2010)**

Labor Category	Estimated Cost/Hr.	Award Fee/Hr.	Total CPAF/Hr.

COST PLUS AWARD FEE/Completion (CPAF) Work: Option Period 4 (1 Aug 2010 – 31 Jul 2011)			
Labor Category	Estimated Cost/Hr.	Award Fee/Hr.	Total CPAF/Hr.

(Offerors insert additional rows as necessary)

(e) Clauses Applicable to Cost Plus Fixed Fee/Level Of Effort (CPFF/LOE) Task Orders: At a minimum, the following paragraphs shall be applicable to all CPFF/LOE Task Orders issued under this contract, unless otherwise specified in an individual task order. Additional requirements may be specified in each task order. Full text is available as attachment to the contract, as noted below.

- (1) Type of Contract and Consideration (CPFF-LOET) (NOV 2005) (See Section J, Attachment 2 – Section B.1 Clauses)
- (2) Scope of Contract (Cost-Reimbursement, Level-of-Effort Term) (OCT 2003) (See Section J, Attachment 2 – Section B.1 Clauses)
- (3) Option For Increased Quantity – Direct Hours (Cost Reimbursement) (NOV 2005) (See Section J, Attachment 2 – Section B.1 Clauses)

Contract [REDACTED]

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**B-2. [REDACTED] Type of Contract and Consideration (Cost) (OCT 2003) –
Other Direct Costs**

This is a Cost contract as identified under Federal Acquisition Regulation (FAR) 16.302, bearing no fee and in the estimated cost as follows:

Period	Amount
See Individual Task Orders	See Individual Task Orders
TOTAL	

**B.3 [REDACTED] Allotted Contract Funding (JAN 2004) (Applicable to
CPAF and CPFF/LOE)**

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted: [See individual Task Orders]
Period: [See individual Task Orders]

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Sponsor's Statement Of Work, entitled "**RAILHEAD SCD Statement of Work for the SCD-Based Contract**", dated **23 June 2006**, which is incorporated by reference in Section J as **ATTACHMENT 1**, is made a part of this contract.

Contract _____
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SECTION D - PACKAGING AND MARKING

Not Applicable.

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SECTION E - INSPECTION AND ACCEPTANCE

E-1. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

52.246-5 Inspection of Services - Cost-Reimbursement. APR 1984

E-2. Inspection and Acceptance at Destination (MAR 2004)

Final inspection and acceptance of work accomplished, services provided and/or items produced or deliverable under this contract shall be performed at destination by cognizant Government personnel.

Contract [redacted]

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SECTION F - DELIVERIES OR PERFORMANCE

F-1. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acnet.gov/far/>

52.242-15 Stop-Work Order – Alt 1 APR 1984

F-2. 52.211-8 Time Of Delivery (JUN 1997) (Modified)

(Applicable to all Completion-type tasks)

(a) The Government requires delivery to be made according to the following schedule:

Deliverable	Title	Reference	Draft Due Date	Final Due Date

Notes:

1. All products will be delivered in Contractor Format in softcopy (CD-ROM ISO 9660 format) and three (3) hardcopies (CO, COTR, PM).
2. ARO = After Receipt of Task Order
3. AGC = After Receipt of Government Comments
4. All days are calendar days

F-3. [redacted] Late Delivery (AUG 1996)

When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, it shall immediately notify the Contracting Office in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or any rights or remedies provided by law or under this contract.

F-4. [redacted] Period of Performance (AUG 1996)

The period of performance of this Base IDIQ contract shall be from **1 August 2006** to **31 July 2011**. Individual Task Orders issued under this Base IDIQ

Contract [redacted]

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contract shall have specific periods of performance within this Base IDIQ contract period of performance.

F-5. [redacted] Place of Performance (AUG 1996)

The principal place of performance under each Task Order shall be the Contractor's facility located at **1771 Pine Hall Road, State College, PA 16801** and **1100 Wilson Blvd., Arlington, Virginia 22209**.

F-6. [redacted] Contract Status Report (NOV 2005)

- (a) Monthly contract status reports shall be submitted in an original and three (3) hardcopies (CO, COTR, PM), plus one (1) softcopy to the Contracting Officer not later than 15 calendar days after the close of the month covered by the report. Such report shall be in the format as provided in the Monthly Contract Status Report exemplar below. Failure to submit this report will result in delay in payment of invoices.
- (b) The Monthly Contract Status Report for this contract will consist of the following template sections:

Contract Summary

Accomplishments During Period (by task Order)

Planned Work for Next Period

Risks Identified and Proposed Mitigations

Issues and Concerns

Program Projected and Actual Costs/Labor Hours

Contract

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SECTION G - CONTRACT ADMINISTRATION DATA

G-1. [REDACTED] Settlement - Cost Type Contracts (NOV 2005)

Upon completion of the subject contract, the Contractor shall submit the following documents:

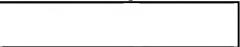
- (a) Level-of-Effort Certification (if applicable, breakdown by labor category and hours expensed) (One copy required)
- (b) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One copy required)
- (c) Final Property Closeout Statement (Government Furnished Property (GFP) and Contractor Acquired Property (CAP)) (One copy required)
- (d) Final Patent and Royalty Statement (in accordance with FAR 52.227-11, 52.227-12, and 52.227-13, as appropriate) (One copy required)
- (e) Final Voucher (also referred to as Final Cumulative Claim and Reconciliation [FCCR]). Once final annual indirect expense rates have been established or the contractor wishes to use approved quick-close rates, Contractor shall submit a "FINAL" voucher. The receipt of an invoice marked "FINAL" shall initiate the settlement of this contract. (One copy required)

One set of closeout documentation (a), (b), (c), and (d) shall be mailed, postage prepaid, to the Contracting Officer at the address on page 1 of this contract.

One complete set of closeout documentation shall be mailed, postage prepaid, to:



Washington, DC 20505



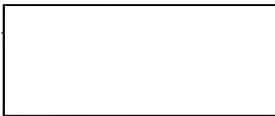
If you have any questions in regard to the closeout procedure, please contact the settlements office directly.

G-2. [REDACTED] Invoicing and Payment Instructions (General) Unclassified Association (JAN 2004)

- (a) Contractors may mail invoices to the following payment office:

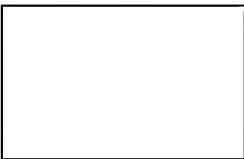
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However, the preferred method of submitting invoices to the payment office is via facsimile (FAX) machine. Contractors may use any of the numbers listed below. When Contractors transmit original invoices via FAX, do not follow up with additional mailed copies; doing so will cause your company to lose the FAX option.



(b) The payment periods designated in the FAR clauses for Prompt Payment contained in this contract will begin the date the Government receives a proper invoice in the payment office. A proper invoice must include:

- (1) Name of the business concern, invoice date, and date(s) supplies delivered or services performed.
- (2) Contract, purchase order, or delivery order number. The Government cannot process for payment an invoice that lacks a contract, purchase order, or delivery order number. No other 'authorizations' are valid or acceptable.
- (3) Itemized cost elements and fee amounts for both the current invoice's costs and for the cumulative cost elements and fee amounts (for cost reimbursable contracts); itemized labor categories (for time and material or labor hour contracts); description, price, and quantity of supplies delivered and/or services rendered (for fixed price contracts, purchase orders and delivery orders).
- (4) Shipping and payment terms (for fixed price contracts, purchase orders, or delivery orders).
- (5) Name, title, phone number, and complete mailing address of responsible official to whom the Agency should send payment.

(c) The Government shall give notice of an apparent error, defect, or impropriety in an invoice to the Contractor within 7 days of receipt of the invoice by the payment office. The Contractor may make inquiries regarding invoices to the payment office on

Contract [redacted]

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G-3. [redacted] - Submission of Invoices (JAN 2004)

Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, Contractors shall not submit invoices or requests for contract interim payment more often than once a month.

G-4. [redacted] Electronic Submission of Payment Requests (JAN 2004)

(a) *Definitions.* As used in this clause-

(1) "Contract interim payment" and "invoice payment" have the meanings given in FAR section 32.001.

(2) "Electronic form" means using the Agency's Web Invoicing System (WInS) to transmit information electronically from the Contractor to the internal contract management system. The Agency does not consider facsimile, e-mail, and scanned documents electronic forms.

(3) "Payment request" means any request for contractor interim payment or invoice payment submitted by the Contractor under a contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using the Agency's Web Invoicing System (WInS). Information regarding WInS is available by calling the Vendor Service Center
[redacted]

(c) If the Contractor is unable to submit a payment request in electronic form, or the Agency is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using the procedures in the "Invoicing and Payment Instructions" clause of the contract.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(e) The Contractor shall submit any supporting documentation to a specific payment request (e.g. final invoice) in hard copy direct to the office as stated in the separate contract clause.

G-5. [redacted] Authority and Designation of a Contracting Officer's Technical Representative (COTR) (MAR 2004)

(a) Authority: Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or a designated Contracting Officer's Technical Representative (COTR). As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-of-

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discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the contract. In addition, and unless specified elsewhere in this contract, the authority of the designated COTR is specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if cost-reimbursement), schedule, and technical requirements of the contract.

(b) Designation: The individual(s) identified below is/are authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an administrative change to the contract:

Name

Telephone No.

[redacted]

(c) Notification: The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to this contract. Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms or conditions of this contract. All revisions to specifications, requirements or informal commitments that may involve a change in either the total cost/price, scope, delivery schedule, or legal aspects of this contract must be done by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government that would affect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval before proceeding. Otherwise, the Contractor proceeds at its own risk.

**G-6. [redacted] Novation/Change-of-Name Notification Requirement
(MAR 2004)**

(a) For the purposes of this contract, any transfer of the contractor's assets to a third party, or change to the contractor's name, that fall under FAR 42.12, will be processed in a centralized manner by the staff at the following address:

[redacted]
[redacted]

Washington, DC 20505

[redacted]

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- (b) Until the settlement of this contract is completed, the Contractor shall provide written notification to this staff via facsimile within (30) thirty days of any fore-mentioned changes. Along with details of the change, your notification shall provide a point of contact name, title, clearance level, and phone and fax numbers.
- (c) After receiving this notification, your designee will receive a letter with instructions to assist in the preparation of the novation/change-of-name package. Our organization will typically recognize Other Government Agency (OGA) Agreements; however, we have unique security requirements that must be addressed before formally accepting these agreements.
- (d) You are reminded that you must continue to invoice under your former name on existing contracts until this Agency accepts your novation and/or change-of-name agreement by issuance of a letter recognizing the agreement. In addition, you are NOT authorized to request changes to your banking information to recognize a successor company on existing contracts until this Agency accepts your novation and/or change-of-name agreement. Any delays in submitting the required information may impact your ability to invoice.
- (e) A submission of a novation or name change agreement does not guarantee approval by this organization and if a change is deemed unacceptable, the contractor will remain under contractual obligation to perform. The contract may be terminated for reasons of default should the contractor not perform.

**G-7. [REDACTED] Emergency Locator and Points-of-Contact Information
(FEB 2002)**

- (a) In order to be prepared in the event of a potential emergency, the Sponsor requires current work location and emergency designee information on all individuals who work in the Sponsor's facilities.
- (b) The Prime Contractor shall maintain the information in paragraph (d) on all Prime Contractor employees and all Subcontractor employees, if any, who work in the Sponsor's facilities during the performance of this contract on a regular or recurring basis. The Contractor shall inform each affected Prime Contractor and Subcontractor employee of this mandatory requirement and the use of the information for emergency situations.
- (c) The Prime Contractor shall designate in writing to the COTR the names and phone numbers of a primary and alternate Contractor employee at both the Sponsor's facility and at the Prime Contractor's facility who shall be the Prime Contractor's points of contact to respond to requests from the Agency for this information.
- (d) Information to be maintained by the Prime Contractor on each Prime Contractor and Subcontractor employee:

- (1) Full name, Social Security Number, Agency Identification Number (AIN) or Security File Number;
 - (2) Non-secure and secure work phone numbers;
 - (3) Primary assigned office, building, floor, vault;
 - (4) Name and non-secure phone number of contract COTR as "Agency Contact Name/Phone;"
 - (5) Company name; Subcontractor employees shall include both the name of the prime contractor and the name of the company they are employed by;
 - (6) Full name and telephone number of an emergency point-of-contact at the Prime Contractor's company who is not employed at the same Sponsor facility where this contract will be performed; and,
 - (7) Full name, street address, and telephone number of a personal emergency point-of-contact as designated by each person whose name is entered into the database.
- (e) The Prime Contractor is required to maintain, at both the Sponsor's facility and at their own facility, this emergency locator and points-of-contact information of all Prime Contractor and Subcontractor employees working at the Sponsor's facilities.
- (f) The information required by this clause will be used only for emergency contact purposes and is exempt from sections (e)(3)(A)-(D) of the Privacy Act pursuant to 32 C.F.R. 1901.62. Providing and maintaining this information is mandatory and failure to do so may result in denial of access of the aforementioned individuals to the Sponsor's facilities.
- (g) The Contractor agrees to incorporate the substance of this clause, including this paragraph (g), in all subcontracts under this contract when Subcontractor employees will work on the Sponsor's facilities.

G-8. [REDACTED] Government Property (NOV 2005)

- (a) *General:* The contractor shall maintain adequate property control procedures, records, and a system of identification of all Government property accountable to this contract in accordance with FAR Part 45 and the applicable Government Property clause incorporated by reference in Section I. The contractor must include this clause in all subcontracts that utilize Government property.
- (b) *Government Property Administrator:* The Contracting Officer has delegated property administration authority to the Agency Property Administrator.
- (c) *Contractor Property Representative:* The contractor shall provide written notification of the name, address, and telephone number of the contractor's designated property representative responsible for establishing and maintaining control of Government property under this contract to the Agency Property

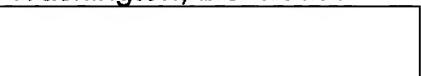
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Administrator at the address indicated below within thirty (30) days after receipt of this contract.



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If the contractor's Property Representative changes, the contractor must notify the Government Property Administrator of the change within 30 days.

(d) *Government Property List:* The Government shall deliver to the contractor the property identified in the **Section J, Attachment 3 – Government Property Report**, for use in the performance of this contract on a no-charge-for-use basis. The contractor may use Government property in their possession, which is accountable to other Agency contract(s), if the Contracting Officer(s) of the other contract(s) provides written authorization of their approval for use on a rent-free, non-interference basis.

(e) *Financial Reporting - General:* The Government must account for and report assets in accordance with 31 U.S.C. 3512 and 31 U.S.C. 3515, Federal Accounting Standards, and Office of Management and Budget (OMB) instructions. Since contractors maintain the official records for Government assets in their possession, the Government must periodically obtain data from those records to complete its financial reports. Changes in Federal Accounting Standards and OMB reporting requirements may occur from year to year, requiring contractor submission of supplemental information. The specific Statements of Federal Financial Accounting Standards (SFFAS) to be used for property records are SFFAS No. 3 "Accounting for Inventory and Related Property and Materials", SFFAS No. 6, "Accounting for Property, Plant and Equipment", and "SFFAS No. 11, "Amendments to PP&E: Definitions" issued by the Federal Accounting Standards Advisory Board.

(f) *Financial Reports:* To assist the Government with these requirements, the contractor's property control system shall report the total acquisition cost of Government property for which the contractor is accountable under this contract, including Government property as defined in FAR 45.101. The contracting officer will provide the total acquisition cost for all property furnished to the contractor by the Government in the **Section J, Attachment 3 – Government Property Report**. The contractor shall submit Quarterly and Annual Government Property Reports to the Government Property Administrator in accordance with the detailed instructions set forth in the **Section J, Attachment 4 – Reporting Requirements For Government Property**, to provide periodic updates to the list of property accountable to this contract and to provide information on contractor acquired property. The contractor shall also submit a Property Disposition

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Report with its Quarterly and Annual Reports to identify deletions from contract property records associated with this contract. The Quarterly, Annual, and Disposition Reports shall be considered updates to the **Section J, Attachment 3 – Government Property Report**. In addition, the contractor shall submit a Final Disposition Report within 30 days after disposition of all property accountable to this contract. Failure to provide required reports may result in termination of this contract, suspension of payment by the Government until required reporting is received, or other action as deemed appropriate by the Contracting Officer.

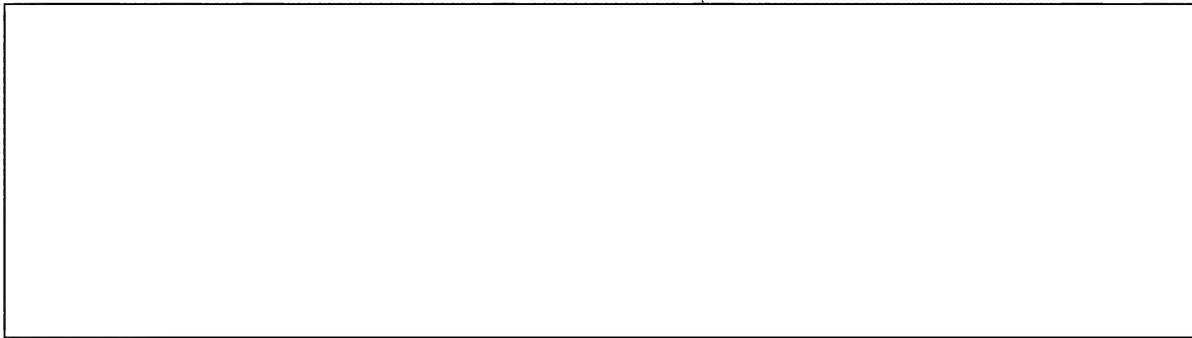
- (g) Documentation Required to Support Contractor Acquired Property Items: The contractor shall furnish the Government Property Administrator a copy of all documentation to support the reported acquisition cost and acquisition date for all contractor acquired property valued at \$50,000 and above within thirty (30) days of delivery by the vendor to the contractor. All contractor acquired property purchases since the last submitted report must be reported on the next Quarterly Report.
- (h) Form 5025 - Annual Government Property Report: After completing the Annual Government Property Report, the contractor shall submit the completed inventory to the COTR for validation and verification. The contractor shall receive a signed copy of the inventory back from the COTR. This will be verified during an audit conducted by the Government Property Administrator. The contractor shall also submit a signed copy of the Form 5025 - Annual Government Property Report along with the required Report attachments to the Government Property Administrator in accordance with the instructions in the **Section J, Attachment 3 – Government Property Report**.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. [REDACTED] Fraud, Waste, and Abuse - Unclassified Association (DEC 2002)

Anyone who suspects fraud, waste, or abuse in any aspect of the acquisition process or during performance of this contract by either Government or Contractor personnel should contact the Office of Inspector General, Investigations Staff, at phone number (703) 874-2600.

H-2. [REDACTED] Security Requirements - Contract Classification (JUL 1997)

A large rectangular box with a thin black border, used to redact sensitive information.

[X] CDCG attached (See Section J, Attachment 5 – RAILHEAD SCD Contract Data Classification Guide (CDCG)).

The attached CONTRACT DATA CLASSIFICATION GUIDE (CDCG) is incorporated into this contract. The CDCG is not all inclusive, but serves as a guide in connection with Contractor handling of classified materials.

H-3. [REDACTED] Security Requirements - General (SEP 2004)

(a) Contracting Officer's Security Representatives (COSR) are the designated representatives of the Contracting Officer and derive their authorities directly from the Contracting Officer. They are responsible for certifying the Contractor's capability for handling classified material and ensuring that customer security policies and procedures are met. The COSR is the focal point for the Contractor, Contracting Officer, and COTR regarding security issues. The COSR cannot initiate any course of action that may alter the terms of the contract. The COSR for this contract is [REDACTED] and can be reached on [REDACTED]

(b) The provisions of this clause shall apply to the extent that any aspect of this contract is classified.

(c) The Contractor is obligated to comply with all relevant clauses and provisions incorporated into this contract and with the "Contractor Secrecy and Security Agreement", Form 4177, and as referenced therein, the "National Industrial Security Program Operating Manual (NISPOM)" dated January 1995, and all applicable Sponsor security policies and procedures, including Director of Central Intelligence Directives (DCID). The contractor shall maintain a security program that meets the requirements of these documents.

(d) Security requirements are a material condition of this contract. This contract shall be subject to immediate termination for default, without the requirement for a 10-day cure notice, when it has been determined by the Contracting Officer that a failure to fully comply with the security requirements of this contract resulted from the willful misconduct or lack of good faith on the part of any one of the Contractor's directors or officers, or on the part of any of the managers, superintendents, or equivalent representatives of the Contractor who have supervision or direction of:

- (1) All or substantially all of the Contractor's business, or
- (2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or
- (3) A separate and complete major industrial operation in connection with the performance of this contract.

(e) When deficiencies in the Contractor's security program are noted which do not warrant immediate default, the Contractor shall be provided a written notice of the deficiencies and be given a period of 90 days in which to take corrective action. If the Contractor fails to take the necessary corrective action, the Contracting Officer may terminate the whole or any part of this contract for default. The Contractor shall maintain and administer, in accordance with all relevant clauses and provisions set forth or incorporated into this contract, a security program that meets the requirements of these documents.

(f) When it is deemed necessary to disclose classified information to a Subcontractor in order to accomplish the purposes of this contract, the Contractor shall request permission of the Contracting Officer prior to such disclosure. The Contractor agrees to include in all subcontracts all appropriate security provisions pertaining to this contract.

(g) Classification Authority -- Executive Order 13292 dated 28 March 2003, "Further Amendment to Executive Order 12958, as Amended, Classified National Security Information", and implementation directives, provides principles and procedures for the proper classification and declassification of material. These principles and procedures are applicable to classified documents or materials generated by the Contractor in performance of this contract.

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- (h) Identification and Markings -- The classification of documentation shall comply with the guidelines set forth in Executive Order 13292.
- (i) In addition, each classified document shall be stamped or marked in the lower right-hand corner of the first page (or on the inside front cover of bound publications, provided that the overall classification is marked on the outside cover), as follows:

CL BY: [customer contract number]

CL REASON: []

DECL ON: []

DRV FROM: []

Declassified On: (Use the declassify date citation from the CDCG.)

Derived From: (Use the classification guidance from the CDCG, i.e., [redacted]
[redacted] etc.)

- (j) Each classified document shall indicate which paragraphs or, other portions, including subjects and titles, are classified and which are unclassified. The symbol "(TS)" for Top Secret, "(S)" for Secret, "(C)" for Confidential, and "(U)" for Unclassified will be placed at the beginning of the text to which it applies. Non-text portions of a document, such as photographs, graphs, charts, and maps, will be marked in a readily discernible manner, as will their captions.
- (k) Subjects and titles should be selected so as not to require classification. When a classified subject or title must be used, a short title or other unclassified identifier should be assigned to facilitate receipting and reference, if such an identifier (e.g., a report number or registry number) will not otherwise be assigned.
- (l) Downgrading and Declassification -- No classified document or material provided by the Customer, or generated by the Contractor pursuant to the contract, may be downgraded or declassified unless authorized in writing by the Customer's Contracting Officer.
- (m) References made to the clause entitled "Non-Publicity" -- Violations of this clause constitute a major breach of contract and the contract may be terminated for default, without the requirement of a 10-day cure notice.
- (n) The contractor shall report all contacts described in the NISPOM section 3- Reporting Requirements as promptly as possible, but in no event later than two business days after receipt of such knowledge to the contracting officer or COSR.

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(o) If, subsequent to the date of this contract, the security requirements under this contract are changed by the Government, as provided in this clause, and the security costs or time required for delivery under this contract are thereby increased or decreased, the contract price, delivery schedule, or both, and any other provision of this contract which may be affected shall be subject to an equitable adjustment in accordance with the procedures in the Changes clause of this contract.

H-4. [REDACTED] Non-Publicity (DEC 2003)

(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television etc.), communications with the media, marketing, or a reference for new business. This shall include, but is not limited to, the use of the terms [REDACTED] or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

H-5. [REDACTED] Request for Clause Waiver Due to Security Requirements (JUL 1997)

When the Contractor, in performance of the work under this contract, finds the requirements of any of the clauses in this contract to be in conflict with security instructions, the Contractor shall call such conflict to the attention of the Contracting Officer and/or COSR. The Contracting Officer may issue a waiver in writing to:

- (a) modify or rescind such security requirements, or
- (b) waive compliance with such security requirements.

H-6. [REDACTED] Foreign Ownership, Control, or Influence (SEP 2002)

(a) Notwithstanding the provisions of Section 3 of the NISPOM, the Government intends to secure services or equipment from firms which are not under foreign ownership, control, or influence (FOCI) or where any FOCI may, in the opinion of

the Government, adversely impact on security requirements. Notwithstanding the limitation on contracting with an Offeror under FOCI, the Government reserves the right to contract with such Offerors under appropriate arrangements, when it determines that such contracts will be in the best interest of the Government.

- (b) Accordingly, all Offerors responding to this RFP or initiating performance of a contract are required to submit a Standard Form (SF) 328, Certificate Pertaining to Foreign Interests (or update a previously submitted SF328), and a Key Management Personnel List (KMPL) with their proposal or prior to contract performance, as appropriate. All SF328s and KMPLs shall be executed at the parent level of an organization. However, the Government reserves the right to request a separate SF328 and KMPL at the level of the company negotiating a contract with the Government, when desired. Offerors are also required to request, collect, and forward to the Government Offeror's the SF328 from all Subcontractors undertaking classified work under the direction and control. Offerors are responsible for the thoroughness and completeness of each Subcontractor's SF328 submission. SF328 entries should specify, where necessary, the identity, nature, degree, and impact of any FOCI on their organization or activities, or the organization or activities of a subcontractor. Additionally, a KMPL must be submitted with each SF328 which identifies senior management by name, position, social security number, date/place of birth, and citizenship status.
- (c) The Contractor shall, in any case in which it believes that foreign influence exists or is being sought over its affairs, or the affairs of any Subcontractor, promptly notify the Contracting Officer of all the pertinent facts, even if such influence is not exerted to the degree specified in the NISPOM.

(d) The Contractor shall provide an updated SF328 and KMPL no later than five years from the date as certified on the last submitted SF328. The Contractor shall also promptly disclose to the Contracting Officer any information pertaining to any interest of a FOCI nature in the Contractor or Subcontractor that has developed at any time during the contract's duration or has subsequently come to the Contractor's attention. An updated SF328 is required of the Contractor or any Subcontractor whenever there is a change in response to any of the 10 questions on the SF328.

(e) The Contractor is responsible for initiating the submission of the SF328 and KMP for all Subcontractors undertaking classified work during the entire period of performance of the contract.

H-7. _____ Security Requirements - Software Certification (JUN 1998)

- (a) The contractor certifies that it will undertake to ensure that any software to be provided or any Government Furnished Software to be returned, under this

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contract will be provided or returned free from computer virus, which could damage, destroy, or maliciously alter software, firmware, or hardware, or which could reveal to unauthorized persons any data or other information accessed through or processed by the software.

(b) The contractor shall immediately inform the Contracting Officer when it has a reasonable suspicion that any software provided or returned, to be provided or returned, or associated with the production may cause the harm described in paragraph (a) above.

(c) If the contractor intends to include in the delivered software any computer code not essential to the contractual requirement, this shall be explained in full detail to the Contracting Officer and Contracting Officer's Technical Representative (COTR).

(d) The contractor acknowledges its duty to exercise reasonable care, to include the following, in the course of contract performance:

(1) using on a regular basis current versions of commercially available anti-virus software to guard against computer viruses when introducing maintenance, diagnostic, or other software into computers; and

(2) prohibiting the use of non-contract related software on computers, especially from unknown or unreliable sources.

H-8. [redacted] Personal Conduct (JUL 1997)

(a) The Contractor and its employees shall comply with the conduct requirements in effect at the Government's work site. The Government reserves the right to exclude or remove from the site any employee of the Contractor or of a subcontractor whom the Government deems careless, uncooperative, or whose continued employment on the work is deemed by the Government to be contrary to the public interest.

(b) The Contractor shall inform its employees that the Agency has a zero tolerance policy for harassing behavior and that it shall not be tolerated. Any Contractor employee who is found to be culpable in incidents of harassment shall be immediately escorted from the premises and denied further access. This policy creates a greater burden upon the conduct of Contractor employees. The Contractor shall emphasize this fact to its employees.

(c) Exclusion under the circumstances described in this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

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H-9. [redacted] Notification of Issuance of Classified Subcontracts (JUL 2003)

- (a) The contractor shall provide to the Contracting Officer written notice of all subcontracts issued hereunder wherein any aspect of the subcontract is classified using the "Subcontractor Notification Form". This form can be obtained from the Contracting Officer. The notice shall include (1) the name and address of the subcontractor(s), (2) a description of the supplies or services that are being acquired pursuant to the subcontract, and (3) a SF328 and KMPL on the subcontractor's parent organization as required by clause [redacted] of this contract. Such notice shall be provided to the Contracting Officer within 14 days of entering into such subcontracts.
- (b) For the purpose of this clause, subcontract means a contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (c) The contractor's obligations under this clause are in addition to any other provision of this contract, if any, relating to subcontracting. The contractor is responsible for ensuring that all subcontractors having access to classified information must have the necessary Agency clearances.
- (d) The contractor shall include a similar requirement in each subcontract issued under this contract wherein any aspect of the subcontract is classified. Subcontractors shall submit notices through the prime contractor to the Contracting Officer as described in paragraph (a) above.

**H-10. [redacted] Reporting and Training Requirements for [redacted]
[redacted] Contractor Personnel (SEP 2002)**

The Industrial Contractor who has [redacted] access has the following mandatory reporting and training requirements:

- (a) Financial Disclosure. A Financial Disclosure Form (FDF444V) must be completed on an annual basis. The FDF 444V is available for electronic submission via Lotus Notes. Personnel with Agency Data Network Lotus Notes must utilize the on-line database when filing. The Industrial Contractor assigned to a domestic or foreign field station will receive the FDF 444V and submission instructions either as an attachment to a Lotus Note; a document sent via secure fax; a document transmitted by cable; or a form forwarded in a secure pouch. For those who do not have access to Lotus Notes, hardcopy or softcopy FDF 444V forms are available from the Office of Security, Financial Analysis Staff (OS/FAS).

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- (b) Foreign Contacts. All unofficial foreign contacts must be reported in accordance with Agency Regulation [redacted] Unofficial Contact with Foreign Nationals.
- (c) Foreign Travel. All personal foreign travel must be reported in accordance with Agency Regulation [redacted] Personal Foreign Travel.
- (d) Agency Information Security Course (AISC). All contractors with access to Agency Information Systems must complete annual Infosec training.
- (e) Counterintelligence Training. The contractor shall attend the Sponsor's next available Counterintelligence and Security Program (CISP) briefing unless s/he has attended a CISP briefing within the past five calendar years.

**H-11. [redacted] Prohibition Against Recruiting in Agency Facilities
(AUG 2004)**

- (a) The Contractor shall inform its employees and subcontractors that they are not permitted to engage in employment recruitment while in any facility controlled by the Agency or to use Agency communications systems (e.g. cable and computer systems) and nonpublic information in connection with recruitment without written approval of the Contracting Officer. For purposes of this clause, recruitment refers to discussions of future employment with the contractor or subcontractor initiated by an employee of the contractor or subcontractor; distribution of employment forms or other employment paperwork, or similar activities directed towards obtaining the employment of an Agency employee by the contractor or subcontractor. Any Contractor or subcontractor employee who violates this policy may be denied further access to Agency facilities and systems. The Contractor shall emphasize this fact to its employees and subcontractors and shall include the substance of this clause in each subcontract issued under this contract.
- (b) The prohibition set forth in paragraph (a) above does not apply to the recruitment of Agency personnel enrolled in the Agency's Career Transition Program. The prohibition also does not apply to the recruitment of Agency personnel for part-time work that does not conflict or interfere with Agency personnel's employment with the Agency, provided Contracting Officer approval has been obtained consistent with paragraph (a) above.
- (c) Exclusion under the circumstances described in paragraph (a) of this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

H-12. [redacted] Security Requirements Office of The Director of National Intelligence (ODNI) Clearances (AUG 2005)

(a) The Sponsor conducts security screening on contractor personnel in support of Sponsor contracts as well as ODNI contracts. "Contractor personnel" is defined as employees of the contractor company at the time the contractor requests a security clearance or access approval. Contractors are hereby notified that ODNI [REDACTED] clearances are not equivalent to the Sponsor's [REDACTED] clearances. ODNI [REDACTED] clearances do not require a full scope polygraph. ODNI [REDACTED] clearances will not "cross over" to Sponsor's [REDACTED] clearances. In order to access an ODNI facility, the contractor employee must be a U.S. citizen. In order to receive a security clearance or access approval, contractor personnel shall be US citizens and provide the following information for use in the clearance process:

- (1) "Industrial Security Approval or Access Request", Form 4311;
- (2) "Questionnaire for National Security Positions," SF 86; and,
- (3) Fair Credit Reporting Act Release form.

The contractor shall plan for expected attrition by advanced preparation and submission of the aforementioned items.

(b) Those contractor personnel needing unescorted access to ODNI facilities (to include automated information systems) and access to sensitive compartmented information (SCI) or information classified at the Top Secret level shall be required to have an [REDACTED] security clearance along with any required SCI access approvals. The granting or denial of an [REDACTED] access approval is based on a comparison of the results of a full field background investigation and counterintelligence (CI) polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968 or other applicable law or regulation. The adjudicative guidelines have also been adopted as an annex to DCID 6/4 and have been incorporated by reference in Sponsor's Regulation [REDACTED].

(c) Those contractor personnel needing access to Top Secret or SCI material but only limited or no access to ODNI facilities shall be required to have an [REDACTED] security clearance, along with any required SCI access approval. The granting or denial of an [REDACTED] access approval is based on a comparison of the results of a full field background investigation and CI scope polygraph testing against the adjudicative guidelines issued pursuant to Executive Order 12968; adopted as an annex to DCID 6/4; and incorporated by reference in Sponsor's Regulation [REDACTED].

(d) Those contractor personnel needing access to Secret material and little or no access to Government facilities shall be required to have an [REDACTED] [REDACTED] security clearance. The granting or denial of an [REDACTED] is based on a comparison of the results of a more limited inquiry (generally National

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Agency Checks [NAC], Local Agency Checks [LAC], and credit checks) against the adjudicative guidelines issued pursuant to Executive Order 12968 and incorporated by reference in Sponsor's Regulation [REDACTED]

- (e) Four and one-half years from the cleared personnel's last background investigation, the contractor shall resubmit to the Sponsor a complete clearance package to be used to re-investigate such individuals' continued eligibility for security clearance or access approval.
- (f) If portions of this work under this contract occur at ODNI facilities, contractor personnel shall adhere to all Sponsor regulations and procedures that relate to security management. In the event that the development of information or material is not clearly covered by the contract or regulations, the contractor is required to seek Government guidance regarding its handling. Any questions that the contractor or contractor personnel may have on the applicability of these requirements shall be addressed to the Contracting Officer's Security Representative.
- (g) Only such persons who have been authorized by the Contracting Officer or the Contracting Officer's Technical Representative shall be assigned to this work. In this connection, for identification purposes, the contractor will be required to submit the name, address, place and date of birth of all personnel who will be involved in the work hereunder. In order to track individuals to specific contract activities, the contractor is required to maintain the following information: (1) by contract number - individuals who have worked, are currently working, or are in security processing for each contract; and (2) by individual - identify each classified contract the individual has supported. Upon Government request, this information is to be made available to the Contracting Officer, Contracting Officer's Technical Representative, or Contracting Officer's Security Representative.
- (h) All contractor personnel who receive a security clearance or access approval under the terms of this contract will be required to execute an ODNI specified secrecy agreement and/or nondisclosure agreement.
- (i) The Contractor agrees to abide by all applicable ODNI security regulations governing personnel, facilities, technical, information systems, communications, and protective programs.

H-13. [REDACTED] Incorporation of Section K Representations, Certifications, and Other Statements of Offerors or Respondents (OCT 2003)

SECTION K which has been completed and submitted with Contractor's proposal dated 4/27/06 is incorporated herein by reference and made a part of this contract.

H-14. [REDACTED] Order of Precedence (OCT 2003)

(a) Any inconsistency in this contractual document (inclusive of documents, provisions or exhibits referenced herein or attached hereto) shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the SOW and specifications)
- (2) Award Fee Plan
- (3) Base IDIQ Statement of Work
- (4) Task Order Statement of Work
- (5) Specifications
- (6) Technical and Management Provisions of the Contractor's Proposal(s)

(b) If a conflict or inconsistency arises out of any of the contract elements listed above, the Contractor shall notify the Contracting Officer of the conflict or inconsistency for final and unilateral resolution. Under no circumstances will such conflicts or inconsistencies result in increases to target cost, fee, award fee or schedule extensions.

H-15. [REDACTED] Key Personnel (AUG 1996)

(a) The Contractor shall identify the key technical, management and administrative personnel to be assigned to work under this contract:

Name	Title
------	-------

[See individual Task Orders]

(b) The personnel specified above are considered to be essential to the work performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall provide advance notification of at least thirty (30) calendar days to the Contracting Officer and shall submit resumes of the proposed substitutes in sufficient detail to permit evaluation of the impact on the program. No diversion from the above procedure shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

H-16. [REDACTED] Provisional Fee Payment and Adjustment (OCT 2003)

Provisional/Interim billing and payment of fee, equivalent to [REDACTED] of allowable costs incurred, is authorized. Adjustment of such provisional fee payments, to reflect and account for the actual fee earned/awarded (Award Fee) for the period evaluated, shall be made in accordance with the following criteria:

(1) **Underpayment of Fee:** If the cumulative amount of Provisional Fee payments made during the applicable evaluation/billing period is less than the fee awarded/earned (Award Fee) for that same period, the Contractor shall submit a separate invoice for and the Government shall remit payment of the balance of fee to be paid under the terms of the Award Fee Provisions of this contract.

(2) **Overpayment of Fee:** If the cumulative amount of Provisional Fee payments made during the applicable evaluation/billing period is in excess of the fee awarded/earned (Award Fee) for the same period, the Government shall deduct/offset the payment of Provisional Fee and costs incurred from subsequent invoices (i.e. such deductions/offsets shall be applied to both Provisional Fee and, if necessary, costs incurred). To assist the Government in this regard, the Contractor is requested to reflect such adjustments on subsequent invoices.

(3) **Provisional Fee Payment Ceiling:** Notwithstanding any other provisions contained herein, the Government shall not be obligated to make Provisional Fee payments in excess of the Award Fee available for the given evaluation/billing period.

H-17. [redacted] **Payment of Contractor Travel (JAN 2004)**

(a) Travel costs incurred under this contract are allowable subject to the limitations contained in Federal Acquisition Regulation (FAR) 31.205-46.

(b) There are some circumstances under which the contractor must obtain approval from the Contracting Officer prior to undertaking travel. They are—

- (1) When travel is in excess of a predetermined travel allocation;
- (2) When the contractor has doubt about whether a cost is allowable; and
- (3) When foreign travel is involved.

H-18. [redacted] **Contractor Performance Evaluation (MAR 2004)**

(a) In accordance with FAR 42.15, and as otherwise provided by this contract, the Contractor's performance under this contract shall be subject to evaluation as follows:

(1) Final evaluation shall be conducted for all contracts after completion of contract performance; and

(2) Interim evaluations may be conducted at the government's discretion.

(b) Past performance evaluation reports shall be retained by the Government to provide source selection information for a period not to exceed three years after contract completion. In accordance with FAR 9.105, the Contracting Officer shall

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also consider relevant past performance information when making responsibility determinations.

- (c) The Contracting Officer shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the Contractor as soon as practicable after completion of the report. The Contractor shall have a maximum of 30 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. The Government will consider rebuttals and other information provided by the Contractor and will render a final determination regarding the contractor's performance during that period of the evaluation.
- (d) The performance evaluation conducted pursuant to this clause shall be separate from the award fee determination(s) rendered under the terms of this contract.

H-19. [redacted] Past Performance Information - Referencing Agency Contracts (MAR 2004)

This contract may be listed as a reference for past performance purposes only in offers submitted to agencies and organizations within the Intelligence Community, provided the Contractor requests and receives the written approval of the Contracting Officer in advance. Failure to comply with this requirement may result in the Agency being unable to respond to a reference request and may also result in a termination for default.

H-20. [redacted] Changes Requiring No Equitable Adjustment (MAR 2004)

- (a) Purpose. The purpose of this paragraph is to establish a procedure whereby one contractual modification will be used both to direct a change pursuant to the "Changes" clause of this contract and to settle any question of equitable adjustments that might arise. This procedure shall apply only to those changes that will have no effect on the contract price, delivery schedule, or other provisions of the contract.
- (b) Procedure. When a change under the "Changes" clause is proposed, and both parties agree that the proposed change will not require any equitable adjustment, the Contracting Officer shall issue a bilateral modification authorizing the change that clearly states the change has no effect on either the contract price/cost plus fee, or period of performance/delivery date. The Contractor's signature on the modification shall constitute acceptance of the Government's offer, shall be binding on both parties, and shall constitute a full, complete, and final settlement for the changes so directed.

H-21. [redacted] Limitation of Working Groups (MAR 2004)

Technical guidance provided at meetings of Working Groups established by the Government and/or construed from the minutes of such meetings shall not constitute authorization for the Contractor to alter the scope of this contract. Only the Contracting Officer may give such direction in writing through the "Changes" clause of the contract.

H-22. [REDACTED] Engineering Change Proposals (MAR 2004)

- (a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the general scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the Contracting Officer's instructions.
- (b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" cost or price or a "not less than" cost or price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.
- (c) A change proposal accepted in accordance with the Changes clause of the contract shall not be considered an authorization to the contractor to exceed the estimated cost in the contract schedule, unless the estimated cost is increased by the change order or other contract modification.
- (d) When the cost or price of the engineering change is [REDACTED] or more, the Contractor shall submit
 - (1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and,
 - (2) At the time of agreement on cost or price, a signed Certificate of Current Cost or Pricing Data.

SECTION I - CONTRACT CLAUSES

I-1. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [Insert one or more Internet addresses]

52.202-1	Definitions.	JUL 2004
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JUL 1995
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2005
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JAN 2005
52.215-10	Price Reduction for Defective Cost or Pricing Data.	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data.	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications.	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions.	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money.	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications.	OCT 1997
52.216-8	Fixed Fee	MAR 1997
52.216-11	Cost Contract - No Fee.	APR 1984
52.222-3	Convict Labor.	JUN 2003
52.222-21	Prohibition of Segregated Facilities.	FEB 1999
52.222-26	Equal Opportunity.	APR 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	DEC 2001
52.223-6	Drug-Free Workplace.	MAY 2001
52.223-14	Toxic Chemical Release Reporting.	AUG 2003
52.224-1	Privacy Act Notification.	APR 1984
52.224-2	Privacy Act.	APR 1984

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52.225-13	Restrictions on Certain Foreign Purchases.	MAR 2005
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity.	APR 1984
52.227-11	Patent rights – Retention by the Contractor (Short Form)	JUN 1997
52.227-14	Rights in Data - General.	JUN 1987
52.230-2	Cost Accounting Standards.	APR 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices.	APR 1998
52.230-6	Administration of Cost Accounting Standards.	APR 2005
52.232-17	Interest.	JUN 1996
52.232-18	Availability of Funds.	APR 1984
52.232-20	Limitation of Cost.	APR 1984
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt payment.	OCT 2003
52.233-1	Disputes.	JUL 2002
52.233-3	Protest after Award. (AUG 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim.	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984
52.237-3	Continuity of Services.	JAN 1991
52.239-1	Privacy or Security Safeguards.	AUG 1996
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	MAY 2001
52.242-4	Certification of Final Indirect Costs.	JAN 1997
52.242-13	Bankruptcy.	JUL 1995
52.243-2	Changes - Cost-Reimbursement. (AUG 1987) – Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items.	DEC 2004
52.245-1	Property Records.	APR 1984
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).	MAY 2004
52.245-19	Government Property Furnished "As Is."	APR 1984
52.246-25	Limitation of Liability - Services.	FEB 1997
52.249-6	Termination (Cost-Reimbursement).	MAY 2004
52.249-14	Excusable Delays.	APR 1984
52.253-1	Computer Generated Forms.	JAN 1991

I-2. 52.215-19 Notification of Ownership Changes. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its

capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I-3. 52.216-7 Allowable Cost and Payment. (DEC 2002)

(3) The designated payment office will make interim payments for contract financing on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request.

I-4. 52.217-8 Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within ninety (90) days.

I-5. 52.217-9 Option to Extend the Term of the Contract. (MAR 2000) (As applicable to specific Task Orders)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days of the end of the current task order period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [TBD for each specific Task Order].

I-6. 52.232-34 Payment by Electronic Funds Transfer - Other than Central Contractor Registration. (MAY 1999)

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by [*the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"*]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s). **See Attached EFT Form.**

I-7. 52.243-7 Notification of Changes. (APR 1984)

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within [**three (3)**] calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state -

(d) *Government response.* The Contracting Officer shall promptly, within [**five (5)**] calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either -

I-8. 52.244-2 Subcontracts. (AUG 1998)

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: [All subcontracts other than those referenced in paragraph (k) below.]

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(k) Paragraphs (d) and (f) of this clause do not apply to the following
subcontracts, which were evaluated during negotiations: [redacted]
[redacted]

I-9. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [<http://www.arnet.gov/far/>]

I-10. _____ Compliance With the Constitution and Statutes of the United States (AUG 1996)

Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.

I-11. _____ Organizational Conflicts Of Interest: General (JUL 2003)

- (a) The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts that could give rise to Organizational Conflicts of Interest, as defined in FAR 9.501. Or, alternatively, the contractor warrants that it has disclosed all relevant information regarding any actual or potential organizational conflict of interest.
- (b) The contractor agrees that if an organizational conflict of interest with respect to this contract is discovered during its performance, an immediate and full disclosure in writing shall be made to the Contracting Officer. Such notification shall include a description of the action the contractor has taken or proposes to take to avoid, neutralize or mitigate such conflicts. The contractor shall continue performance until notified by the Contracting Officer of any contrary actions to be taken. The Government may, however, terminate the contract for its convenience if it deems such termination to be in the best interest of the Government.
- (c) If the contractor was aware of an organizational conflict of interest before award of this contract and did not fully disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.
- (d) The contractor shall insert a clause containing all the terms and conditions of this clause in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contract", "contractor", and "contracting officer" modified appropriately to preserve the Government's rights.
- (e) Before a contract modification is made that adds new work or significantly increases the period of performance, the contractor shall agree to submit either an organizational conflict of interest disclosure or representation or an update of a previously submitted disclosure or representation, if requested by the Government.
- (f) Contractor further agrees that Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as Government deems appropriate.

**I-12. [REDACTED] Organizational Conflict Of Interest: General Exclusion
(JUL 2003)**

- (a) The primary intent of this clause is to preclude the contractor, its successor, or assignees (hereinafter referred to as the "contractor") from gaining, or allowing another industrial contractor to gain an unfair competitive advantage on future **RAILHEAD-related** acquisition contracts.
- (b) Under this contract, the contractor will participate in the development of Government plans, strategies, requirements, statements of work, or other documentation that will provide the contractor with unique knowledge about an opportunity to influence Government requirements and decisions.
- (c) Because of the contractor's role under this contract, the Government may not consider it as a source of supply for any hardware, software, or components deliverable under future RAILHEAD-related contracts awarded because of management decisions made in reliance upon deliverables produced under this contract. Nor shall the Government consider it as a source of systems engineering support to the prime contractor under such future system acquisition contracts. Accordingly, the contractor agrees that it will not supply to the Government (either as a prime contractor or subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with an item or other matter that is, directly or indirectly, related to the subject of any work, prepared statement of work, or other services performed, or materials delivered under this contract. **The prohibitions contained herein shall remain in effect for the life of the RAILHEAD program.**
- (d) The contractor agrees to notify the Contracting Officer if it has been invited to propose on the above identified effort(s). It also agrees to withdraw any offer made in connection with such invitation upon written notice. **The effective period of this restriction is the life of the RAILHEAD program.** The Government may, in its sole discretion, waive the above restrictions if, in its judgment, participation by the contractor or any subcontractor in a future contract or subcontract would not present a significant conflict of interest, or if it is otherwise deemed to be in the best interest of the Government.
- (e) The contractor further agrees that the Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as Government deems appropriate. The contractor is on notice that this clause supplements, and does not supersede the contractors obligations under paragraph (b) of [REDACTED] Organizational Conflict of Interest - General.
- (f) The contractor shall insert a clause containing all the terms and conditions of this clause in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contract", "contractor", and "contracting officer" modified appropriately to preserve the Government's rights.

I-13. [redacted] Organizational Conflicts Of Interest: Special Exclusion (JUL 2003)

- (a) The purpose of this clause is to aid in ensuring that the contractor (1) is not biased because of its past, present, or currently planned interest (financial, contractual, organizational, or otherwise) that relates to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.
- (c) In consideration for the award of this contract, the contractor agrees that it shall be ineligible to participate in any capacity in Government contracts, subcontracts, or proposals therefore (solicited or unsolicited) that stem directly from the contractor's performance of work under this contract and fall into the following category: **RAILHEAD Program**.
- (d) Reserved.
- (e) The contractor further agrees that the Government may periodically review the contractor's compliance with these provisions or require such self-assessments or additional certifications as the Government deems appropriate. The contractor is on notice that this clause supplements, but does not supersede the contractor's obligations under paragraph (b) of [redacted], Organizational Conflict of Interest - General.
- (f) The contractor shall insert a clause containing all the terms and conditions of this clause in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contract", "contractor", and "contracting officer" modified appropriately to preserve the Government's rights.

I-14. [redacted] Protection Of Information (JUL 2003)

- (a) It is the Government's intent to ensure proper handling of sensitive planning, budgetary, acquisition, and contracting information that will be provided to, or developed by, the contractor during contract performance. It is also the Government's intent to protect the proprietary rights of industrial contractors whose data the contractor may receive in fulfilling its contractual commitments hereunder.
- (b) Accordingly, the contractor agrees that it will not disclose, divulge, discuss, or otherwise reveal information to anyone or any organization not authorized access to such information without the express written approval of the Contracting Officer. The contractor shall require that each of its employees assigned to work under this contract, and each subcontractor and its employees assigned to work on subcontracts issued hereunder, execute nondisclosure agreements

acknowledging the above restrictions before providing them access to such information. The contractor shall also require all future company employees, subcontractors, and subcontractor employees needing similar access to such information to execute nondisclosure agreements prior to providing them access to the above identified information. The requirement for the contractor to secure nondisclosure agreements from their employees may be satisfied by having each employee sign one nondisclosure agreement as a term of their employment, and need not be accomplished separately for each individual contract for which the employee will support, unless a separate agreement is specifically requested by the Contracting Officer. The contractor will make copies of these individual agreements available to the Contracting Officer upon request. These restrictions do not apply to such information after the Government has released it to the contractor community, either in preparation for or as part of a future procurement, or through such means as dissemination at Contractor Industrial Forums.

(c) The contractor further agrees that any source documents furnished by the Government and any contractor documents developed therefrom in the performance of this contract are the sole property of the Government and will be held in the strictest confidence.

(d) If the work to be performed under this contract requires access to the proprietary data of other companies, the contractor agrees to enter into an agreement with the company that has developed this proprietary information to: (1) protect such proprietary data from unauthorized use or disclosure for as long as the information remains proprietary; and (2) refrain from using the information for any purpose other than support of the Government contract for which it was furnished. The contractor shall provide a properly executed copy of any such agreement(s) to the Contracting Officer. These restrictions are not intended to protect data furnished voluntarily without limitations on their use. Neither are they intended to protect data, available to the Government or contractor, from other sources without restriction.

(e) The contractor agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the terms and conditions herein.

(f) The contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data with restrictive legends received in performance of this contract by the contractor or any person to whom the contractor has released or disclosed the data.

(g) The contractor further agrees that the Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as the Government deems appropriate. The contractor

is on notice that this clause supplements, but does not supersede, the contractor's obligations under paragraph (b) of clause [REDACTED]
Organizational Conflict of Interest - General.

I-15. [REDACTED] Mitigation Plan (JUL 2003)

Section J, Attachment 6 – RAILHEAD SCD Mitigation Plan of this contract contains the Mitigation Plan for the Systems Concept Development contract dated 6/23/06.

This plan is hereby incorporated by reference and made a part of this contract. This Mitigation Plan applies to the Base IDIQ contract and all Task Orders issued under it.

I-16. [REDACTED] Suspension and Debarment (AUG 2004)

The Agency has established suspension and debarment procedures consistent with FAR Subpart 9.4. The Agency will provide a copy of said procedures to the Contractor in the event a notice of proposed suspension or a notice of proposed debarment is issued by the Agency or upon written request to the Contracting Officer.

I-17. [REDACTED] Audit and Records Negotiation (AUG 2004)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) *Reports*. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(e) *Availability*. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), and (d) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts under this contract that exceed the simplified acquisition threshold, and

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (d) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

I-18. [redacted] Timely Notice Of Litigation (AUG 1996)

(a) The Contractor hereby agrees to immediately give written notice to the Contracting Officer of any anticipated or current litigation or any litigation that may arise during the course of the performance of this contract, that involves or in any way relates to or affects any aspect of this contract, its terms or costs, pertinent subcontracts, or the Customer's relationship with the Contractor or

Subcontractors. Said notice shall include all relevant information with respect thereto.

- (b) The Contractor agrees to insert this requirement in any subcontract under this contract. In the event of litigation, the Subcontractor shall immediately notify its next tier Subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.
- (c) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or Subcontractor(s) involving customer transactions related to any contract litigation.
- (d) Notwithstanding the foregoing, nothing in this agreement shall constitute a waiver of either party's right in litigation, including but not limited to, the rights of attorney-client privilege, to obtain injunctive relief, and/or any rights or remedies available.

I-19. [redacted] Intention to Use Consultants (AUG 1996)

(a) The Government intends to utilize the services of non-government organizations in technical, advisory and consulting roles for overall review of the activities covered by this contract. Although the consultants shall not have the right of technical direction, they shall from time to time and on a frequent basis attend technical reviews, participate in technical interchange meetings, observe national processing, witness fabrication and assembly, and monitor testing within the Contractor and Subcontractor facilities. Such consultants will be involved in providing advice to the Government concerning viability of technical approaches, utilization of acceptable procedures, value and results of tests, and other management and contractual aspects of the program. The consultants will thus require access to program-related Contractor facilities and documentation. Contractor proprietary data shall not be made available to consultants unless and until a protection agreement has been generated between the consultant and the Contractor and evidence of such agreement made available to the Government. Contractor proprietary cost and accounting data will not be available to consultant organizations.

(b) It is expressly understood that the operations of this clause will not be the basis for an equitable adjustment.

I-20. [redacted] Pricing Adjustment (OCT 2003)

The term "pricing adjustment" as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications", "Subcontractor Cost or Pricing Data", and "Subcontractor Cost or Pricing Data - Modifications", means the aggregate increases and/or decreases in cost plus applicable profits.

I-21. [redacted] Equal Employment Opportunity (JAN 2004)

- (a) The Contractor shall comply with all applicable Federal and State equal employment opportunity laws and regulations and Agency policies and practices with respect to equal employment opportunity and a harassment-free workplace whenever work is being performed on federal property.
- (b) If either the Contracting Officer or a designated representative of the Agency's Office of Equal Employment Opportunity provides the Contractor notice of noncompliance with the applicable statutory or regulatory requirements which are enumerated in paragraph (a), the Contractor, at no cost to the Government, shall promptly take appropriate action. A copy of any documentation shall be provided to the designated representative of the Agency's Office of Equal Employment Opportunity. If the Contractor fails or refuses to promptly take appropriate action, the Contracting Officer may issue an order stopping all or part of the work until such appropriate action is taken.
- (c) Nothing in this clause shall relieve the Contractor from full performance of the requirements of this contract, nor shall it provide the basis for any claims against the Government.
- (d) The Contractor shall provide oral notification within two business days and written notification within five business days to the Contracting Officer of the Contractor's receipt of a claim made by a Contractor employee alleging any violation of an equal employment opportunity requirement connected to performance of this contract or connected to activities occurring on Federal property.
- (e) The Government may elect to conduct an investigation surrounding the claim if it is potentially a joint employer under EEOC Notice 915.002. In all such instances, the Contractor shall cooperate with the Government's investigation. In accordance with applicable law and to the extent possible, the Government shall treat all information obtained from the investigation as information proprietary to the Contractor.
- (f) The Contractor's noncompliance with the provisions of this clause may be grounds for termination under the default provisions of this contract.
- (g) The Contractor shall insert this clause, including this paragraph (g) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made pursuant to the provisions of this clause.

I-22. [redacted] Workplace Health and Safety (JAN 2004)

- (a) The Contractor shall comply with the Occupational Safety and Health Act (OSHA) of 1970 (29 U.S.C. Section 651 et seq.) and regulations promulgated thereunder including, but not limited to, the standards issued by the Secretary of Labor at Part 1926 and Part 1910 of Title 29 of the Code of Federal Regulations. The Contractor shall also comply with all applicable state occupational safety and

health laws and regulations. Noncompliance shall be grounds for termination of this contract in accordance with its default provisions.

- (b) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to health or safety, the Contracting Officer, or the authorized representative of the Contracting Officer, shall notify the Contractor orally, with written confirmation from the Contracting Officer, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the worksite, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until the Contractor takes satisfactory corrective action. The Contracting Officer or the authorized representative of the Contracting Officer may inform the Occupational Safety and Health Administration (OSHA), or other cognizant federal, state, or local officials, of such notification. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (c) The Contractor shall insert this clause, including this paragraph (c) in all subcontracts, with appropriate changes in the designation of the parties. The prime contractor shall provide the Contracting Officer with a copy of all notifications made by the prime contractor to a subcontractor pursuant to paragraph (b) of this clause.

I-23. [REDACTED] Accident Reporting (JAN 2004)

- (a) The Contractor shall provide oral notification to the Contracting Officer or the authorized representative of the Contracting Officer when an accident occurs on Federal property in connection with performance of this contract. Notification must be given not later than twenty-four (24) hours after the accident occurs.
- (b) When requested by the Contracting Officer or the authorized representative of the Contracting Officer, the Contractor shall conduct an investigation of the accident and shall prepare a report that identifies all pertinent facts related to the accident. The report shall include, but not be limited to, the underlying cause(s) of the accident and the actions the Contractor shall take to prevent the recurrence of similar accidents. The Contractor shall submit the report to the Contracting Officer or the authorized representative of the Contracting Officer not later than fourteen (14) calendar days from the date the accident occurs.
- (c) The Government may elect to conduct an investigation of the accident with the assistance of the Contractor.
- (d) Compliance with the provisions of this clause shall not entitle the Contractor to an equitable adjustment in contract price or to an extension of performance schedule.

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(e) The Contractor shall incorporate this clause, including this paragraph (e), in all subcontracts, with appropriate changes in the designation of the parties.

I-24. [redacted] Tax Audits (JAN 2004)

If federal, state, or local tax officials request access to information under this contract, the contractor shall immediately notify the Contracting Officer. The contractor shall also request that the tax officials identify, in writing, the specific information sought for review and shall forward the response and any related documentation to the Contracting Officer. Failure to provide notice to the Contracting Officer may be grounds for denying a cost/price adjustment for the resulting tax liability, if an adjustment is otherwise authorized by law and the terms of this contract.

I-25. [redacted] Independent Review of Agency Protests (JAN 2004)

An independent review of protests to the agency, as defined in FAR 33.103(d)(4), is available as an alternative to consideration by the Contracting Officer.

Requests for an independent review shall be submitted directly to the Contracting Officer, along with the protest.

I-26. [redacted] Contractor Personnel Supervision (DEC 2001)

The Contractor's personnel shall at all times be considered and recognized as employees of the Contractor and under the Contractor's control. In order to ensure that the services defined in the Statement of Work are satisfactorily performed, the Contracting Officer or the COTR, shall issue directions and requirements concerning the work to the designated supervisory personnel of the Contractor who shall, in turn, ensure that the requested services are performed in a manner satisfactory to such Contracting Officer or COTR.

I-27. [redacted] Agency Alternate to FAR Clause 52.245-5 (MAR 2004)

(a) FAR Clause 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) is modified only as indicated below:

(g)(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract with the exception of low-value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of—

(b) All other parts of FAR clause 52.245-5 remain unchanged.

I-28. [redacted] Clauses Requiring Access by Other Government Entities (JUL 2003)

Several clauses in this contract require reporting to other Federal agencies or access by other Federal agencies to the Contractor's records for compliance

determinations or other reviews. If any such reporting, compliance determination, or review involves this contract, the Contractor shall obtain the Contracting Officer's written permission or guidance before participating.

I-29. 52.216-18 Ordering (Oct 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 August 2006 through 31 July 2011**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-30. 52.216-19 Order Limitations (Oct 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor—
 - (1) Any order for a single item in excess of
 - (2) Any order for a combination of items in excess of ; or
 - (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the

Contract [redacted]

RAILHEAD – Systems Concept Definition, Base Contract
SRI International, Inc.

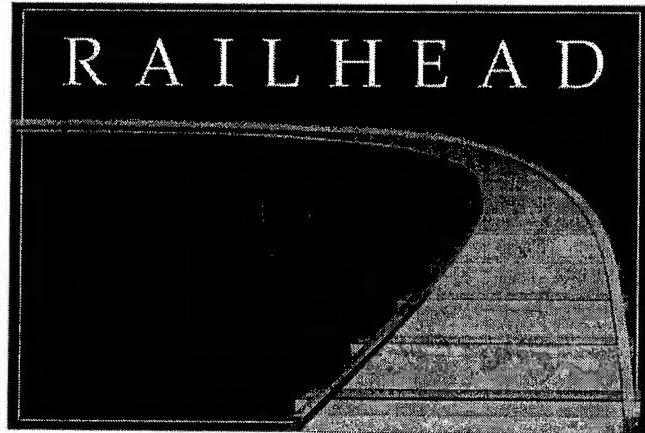
item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

SECTION J - LIST OF ATTACHMENTS

- Attachment 1 – Statement of Objectives for the RAILHEAD Systems Definition Contract – Base Contract
- Attachment 2 – Section B.1 Clauses
- Attachment 3 – Government Property Report
- Attachment 4 – Reporting Requirements For Government Property
- Attachment 5 – RAILHEAD SCD Contract Data Classification Guide (CDCG)
- Attachment 6 – RAILHEAD SCD Mitigation Plan
- Attachment 7 – RAILHEAD SCD Concepts and Constraints
- Attachment 8 – RAILHEAD SCD Past Performance Questionnaire
- Attachment 9 – RAILHEAD Contractor Personnel Summary List (CPSL) Template
- Attachment 10 – RAILHEAD Resume Template
- Attachment 11 – RAILHEAD SCD SOW Template
- Attachment 12 – RAILHEAD Base IDIQ Cost Template
- Attachment 13 – RAILHEAD SCD Task Order 1 Cost Template
- Attachment 14 – RAILHEAD SCD Task Order 2 Cost Template
- Attachment 15 – Form 4311: Industrial Security Approval or Access Request
- Attachment 16 – Form 328: Certificate Pertaining to Foreign Interests
- Attachment 17 – RAILHEAD SCD Proposed Award Fee Plan
- Attachment 18 – RAILHEAD Work Breakdown Structure
- Attachment 19 – Key Management Personnel List (KMPL) Template
- Attachment 20 – Subcontractor Notification Form
- Attachment 21 – Electronic Funds Transfer (EFT) Form

Attachment No. 01: SOO Base

**[This will be replaced by Attachment 01: SCD Base Statement of Work
at Contract Award]**



Statement of Objectives (SOO) for the RAILHEAD System Concept Definition (SCD) Contract

27 March 2006



**National Counterterrorism Center
Office of the Chief Information Officer**

1 (U) Introduction

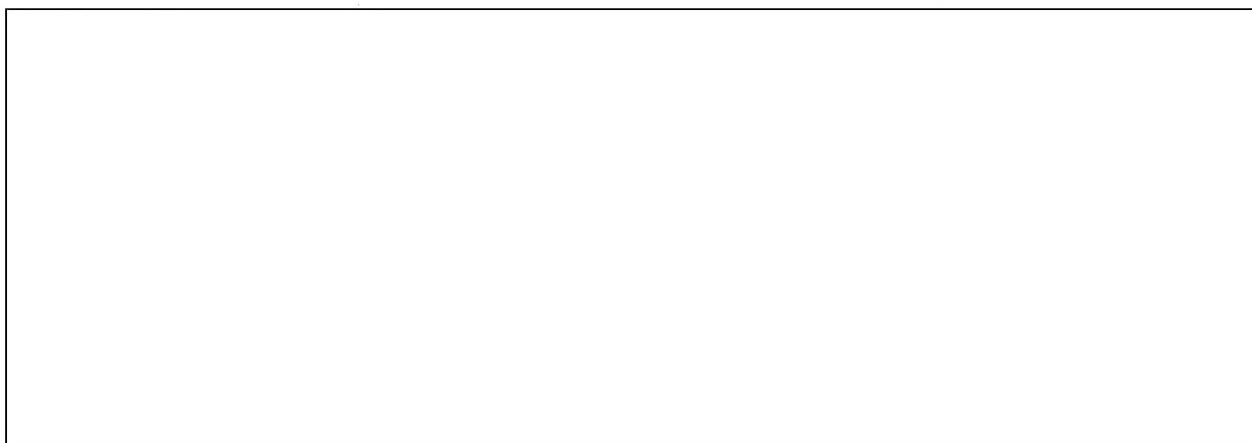
- (U) The mission of the National Counterterrorism Center (NCTC) is to inform, empower, and help shape the national and international counterterrorism effort to diminish the ranks, capabilities, and activities of current and future terrorists.
- (U) It is the vision of the NCTC to become the nation's center of excellence for terrorism and counterterrorism issues, orchestrating and shaping the national and international counterterrorism effort to eliminate the terrorist threat to United States (US) interests at home and abroad.
- (U) In August 2004, the President established the NCTC to serve as the primary organization in the United States Government for integrating and analyzing all intelligence pertaining to terrorism and counterterrorism (CT) and to conduct strategic operational planning by integrating all instruments of national power. In December 2004, Congress codified the NCTC in the Intelligence Reform and Terrorism Prevention Act (IRTPA) and placed the NCTC in the Office of the Director of National Intelligence (DNI). The NCTC is a multi-agency organization dedicated to eliminating the terrorist threat to US interests at home and abroad.
- (U) NCTC serves as the principal advisor to the DNI on intelligence operations and analysis relating to counterterrorism, advising the DNI on how well US intelligence activities, programs, and budget proposals for counterterrorism conform to priorities established by the President.
- (U) Unique among US agencies, NCTC also serves as the primary organization for strategic operational planning for counterterrorism. Operating under the policy direction of the President of the United States, the National Security Council, and the Homeland Security Council, NCTC provides a full-time interagency forum and process to plan, integrate, assign lead operational roles and responsibilities, and measure the effectiveness of strategic operational counterterrorism activities of the US Government, applying all instruments of national power to the counterterrorism mission.

2 (U) Railhead

2.1 (U) Objectives

2.2 (U) Reference Material

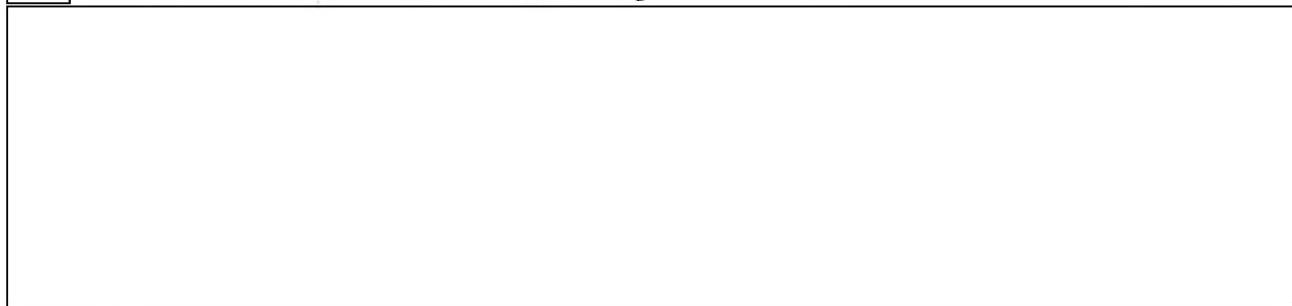
2.3 (U) SCD Contract Objectives



2.4 (U) Program Management

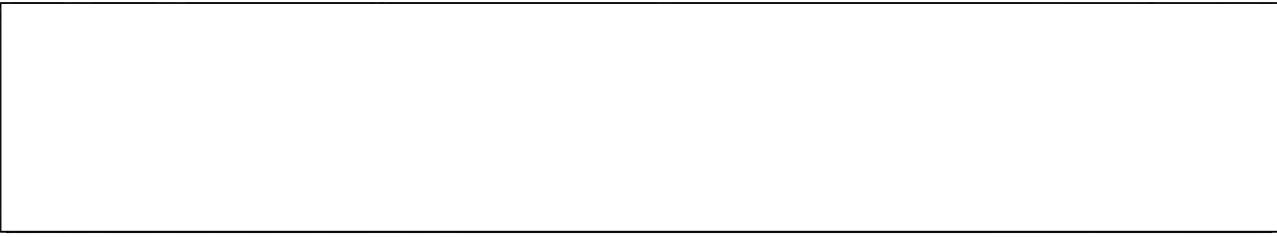


2.5 (U) Business Process Re-engineering

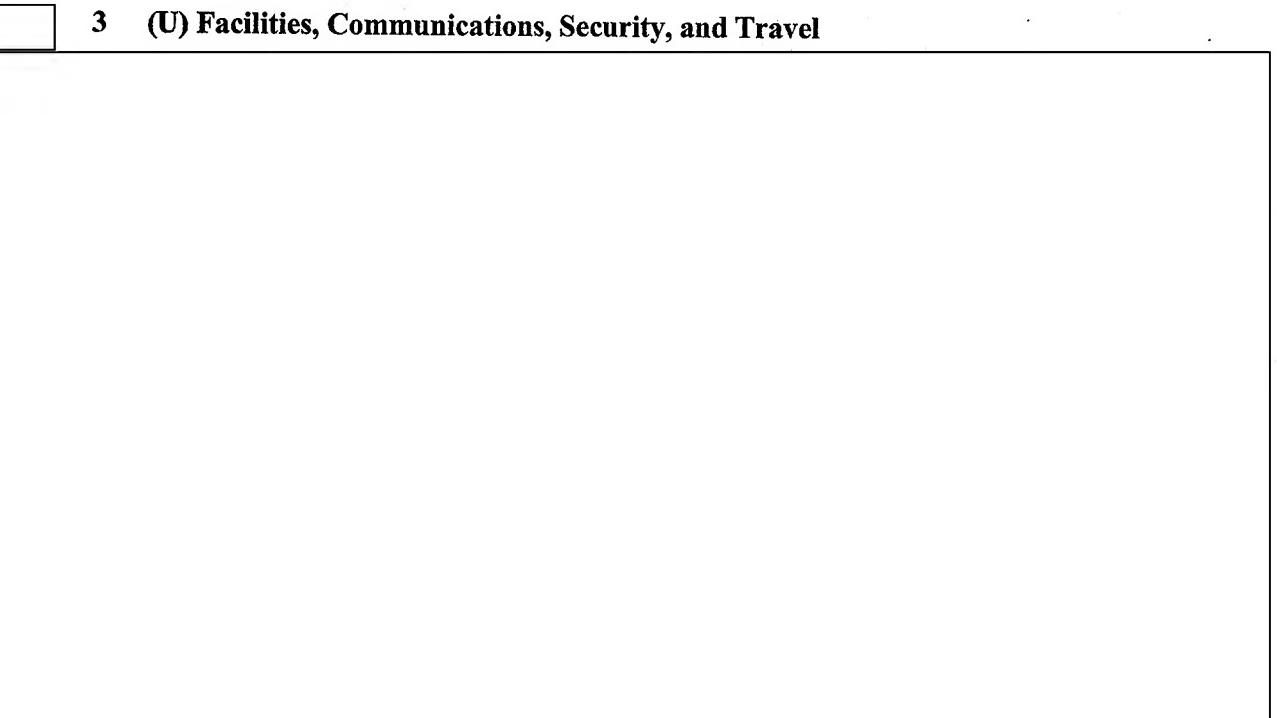


2.6 (U) Architecture Definition





2.7 (U) Validation Support



3 (U) Facilities, Communications, Security, and Travel

Page 5

SCD BASE SOO – 03/27/2006
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Page 6

SCD BASE SOO - 03/27/2006
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**National Counterterrorism Center (NCTC)
Railhead – System Concept Definition (SCD) RFP**

**Attachment 2
Section B.1 Clauses**

[] Type of Contract and Consideration (CPAF) (OCT 2003)

(a) This is a Cost-Plus-Award-Fee (CPAF) Completion type contract, as identified under Federal Acquisition Regulation (FAR) 16.405-2, in the total estimated amounts set forth below:

Estimated Cost: \$[]

Maximum Award Fee: \$[]

Total Estimated CPAF: \$[]

(b) Award Fee shall be available for consideration of payment under the terms of the "Award Fee Provisions" set forth under Attachment "[]" of this contract. The estimated cost and award fee is predicated upon the Contractor furnishing the total effort specified under the contract. In the event that the total effort is not provided, as specified, the fee may be adjusted accordingly. The availability of maximum Award Fee dollars, with respect to the evaluation periods is as follows:

Period No.	Dates	Award Fee Available	Award Fee Earned
1	()	\$[]	\$[]
2	()	\$[]	\$[]
n	()	\$[]	\$[]
TOTAL:		\$[]	\$[]

(c) A provisional/interim fee payment, equivalent to [] percent of the allowable costs incurred, is authorized for payment under this contract. Payment and/or adjustment of such provisional/interim fee, to reflect the actual fee earned/awarded during any given evaluation period, shall be made in accordance with the procedures and under the terms and conditions described under the clause entitled "Provisional Fee Payment and Adjustment".

(End of Clause)

[] Scope of Contract (Statement of Work) (OCT 2003)

(a) The Contractor shall, in accordance with the terms and conditions set forth hereafter, furnish the necessary qualified personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) and do all things necessary and incident to completion of the contractual effort in accordance with the Section C, Statement of Work (SOW).

[] Type of Contract and Consideration (CPAF-LOET) (NOV 2005)

(a) This is a Cost-Plus-Award-Fee (CPAF) Level-of-Effort Term (CPAF-LOET) type contract as described in FAR 16.305 in the total estimated amounts set forth below.

Estimated Cost: \$[]
Base Fee: \$[]
Maximum Award Fee: \$[]
Total Estimated CPAF: \$[]

(b) The Contractor shall expend its best effort towards accomplishing the Scope of Contract work outlined above. The level-of-effort required for total performance under this contract shall consist of a minimum of [] **labor hours** and/or a maximum of [] **labor hours**. For the purposes of this contract, one person-week shall consist of forty (40) direct, straight time hours expended by an individual assigned to and working under this contract.

(c) Award fee shall be available for consideration of payment under the terms of the "Award Fee Provisions" set forth under this contract. The availability of maximum award fee dollars, with respect to the evaluation periods, is as follows:

Period No.	Dates	Award Fee Available	Award Fee Earned
1	()	\$[]	\$[]
2	()	\$[]	\$[]
n	()	\$[]	\$[]
TOTAL:		\$[]	\$[]

(d) A provisional/interim fee payment, equivalent to [] percent of the allowable costs incurred, is authorized for payment under this contract. Payment and/or adjustment of such provisional/interim fee, to reflect the actual fee earned/awarded during any given evaluation period, shall be made in accordance with the procedures and under the terms and conditions described under the clause entitled "Provisional Fee Payment and Adjustment".

(e) The estimated composition of the total labor-hours under this contract is as follows:

Labor Category	Direct Labor Hours
[]	[]
[]	[]
TOTAL:	[]

[*NOTE: CO shall include all relevant contract labor categories and hours from prime and subcontractor(s)*]

- (f) The Contractor shall continually evaluate the total level-of-effort required and recommend, to the Government, changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours of effort is predicted.
- (g) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.
- (h) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the Contracting Officer approves the request, the accelerated performance shall be without increase in fee and the transaction formalized by modification to this contract.
- (i) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.
- (j) The fee for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum effort is not provided as specified, the Government may, at its unilateral option, reduce both the base fee and the award fee pool proportionally. Such reduction, if necessary, will be applicable to all fees including those awarded/earned. The fee shall be adjusted downward in accordance with the following formula:

Fee Reduction = Fee (in \$) x (Target LOE-Expended LOE)

Target LOE.

"Fee Reduction" computed by the above formula is the dollar amount by which the fee specified in the contract will be reduced. "Fee" in the above formula means the base fee and maximum award fee for CPAF type contracts. "LOE" in the above formula means "level of effort".

- (k) In the event the Government desires an additional level-of-effort in excess of the maximum labor-hours specified prior to contract completion, the parties may negotiate to make an equitable adjustment of the amount of fee payable hereunder.

[Redacted] Scope of Contract (Cost-Reimbursement, Level-of-Effort Term) (OCT 2003)

The Contractor shall:

- (a) On a Level-of-Effort basis, perform assigned tasks, in accordance with the Statement of Work (SOW), and all applicable Specifications, Application Standards and/or Requirements documents.
- (b) In accordance with the terms and conditions set forth hereafter, furnish the necessary qualified and properly cleared personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) to enable accomplishment of the task(s) assigned under this contract.
- (c) Conduct and/or participate in a Progress Review Meeting, as required by the COTR, in order to review task performance and completion.
- (d) Prepare and submit monthly [insert number of copies] copies of the following documentation:
 - (1) contract status report;
 - (2) [CO to fill in as applicable]

**[] Option For Increased Quantity - Direct Hours (Cost Reimbursement)
(NOV 2005)**

- (a) The parties recognize that the total amount of direct labor hours set forth in the "Type of Contract and Consideration" clause in Section B represent(s) the best estimate of the number of direct hours that will be required to accomplish this contract effort. As the work continues or evolves, the effort originally contemplated may enlarge or modify, necessitating additional hours in excess of the amount set forth in said clause. As long as the additional effort is deemed by the contracting officer to be within the scope of the contract, the total amount of direct hours may be increased in order that additional effort may be performed. Unless otherwise specified in the contract, any increase in total hours shall be at the hourly rate as set forth in paragraph (b) below.
- (b) The Government may increase the number of direct hours by issuing an appropriately funded unilateral modification to this contract citing this clause as authority. Each unilateral modification issued pursuant to this provision shall increase the total estimated contract value set forth in the "Type of Contract and Consideration" clause in Section B, at the estimated fully loaded cost and fee amounts as shown in the following table, respectively for each direct hour added.

1. Option for Increased Quantity Within Base Period (17 Jul 2006 through 16 Jul 2007):

CPFF/LOET Work: Base Period (Start Date – End Date)			
Labor Category	Estimated Cost/Hr.	Fixed Fee/Hr.	Total CPFF/Hr.

(Offerors insert additional rows as necessary)

2. Option for Increased Quantity Within Option Period 1 (17 Jul 2007 through 16 Jul 2008):

CPFF/LOET Work: Option 1 Period (Start Date – End Date)			
Labor Category	Estimated Cost/Hr.	Fixed Fee/Hr.	Total CPFF/Hr.

(Offerors insert additional rows as necessary)

3. Option for Increased Quantity Within Option Period 2 (17 Jul 2008 through 16 Jul 2009):

CPFF/LOET Work: Option 2 Period (Start Date – End Date)			
Labor Category	Estimated Cost/Hr.	Fixed Fee/Hr.	Total CPFF/Hr.

(Offerors insert additional rows as necessary)

4. Option for Increased Quantity Within Option Period 3 (17 Jul 2009 through 16 Jul 2010):

CPFF/LOET Work: Option 3 Period (Start Date – End Date)			
Labor Category	Estimated Cost/Hr.	Fixed Fee/Hr.	Total CPFF/Hr.

(Offerors insert additional rows as necessary)

5. Option for Increased Quantity Within Option Period 4 (17 Jul 2010 through 16 Jul 2011):

CPFF/LOET Work: Option 4 Period (Start Date – End Date)			
Labor Category	Estimated Cost/Hr.	Fixed Fee/Hr.	Total CPFF/Hr.

(Offerors insert additional rows as necessary)

- (c) The number of direct labor hours that may be increased under this clause is **not to exceed 100%** of the negotiated level-of-effort (LOE) as stated in the base contract or in each negotiated option period. However, the authorizations for such increases must be accomplished within the period of performance when the option is exercised.

Required Data Elements by Report Type

	Report Type	Category	Element	Description	Value	Unit	Source	Cost	Location	Assigned To	Status	Initial Measure	Final Measure	Reason	Disposition Date	Disposition 1/1/94	Disposition 9/30/94	Disposition 5/31/94
Government Property Report (Initial)	X	X	X	Category Number														
Government Property Report (Quarterly & Annual)	X	X	X	Category Name														
Disposition Report	X	X	X	Category Description												X	X	X

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Attachment 4

Reporting Requirements for Government Property

Introduction

1. This document provides guidance on the reporting requirements for Government property held by contractors.
2. In order to comply with the various Federal Regulations and OMB Guidance on Agency Financial Statements, the Agency will require periodic reports of the status and condition of Government Property held by contractors.
3. There are three types of reports that are used to manage this information flow. These reports provide critical information for the Government's financial statements and property management. Accuracy, completeness, and timeliness of the report are critical to many aspects of the Government's operations.
 - a. *Government Property Report (Initial)* – The Contracting Officer will provide this report to the contractor as an attachment in Section J of the contract. The information in this report will provide the contractor with the required information for subsequent reporting of Government Property.
 - b. *Government Property Report (Quarterly & Annual)* – The contractor will complete and submit this report quarterly (see **Financial Reporting of Government Property** below for further information). For the first three quarterly reports, the contractor is only required to report on additions and deletions of Government Property with an acquisition cost of equal to or greater than \$50,000 since the previous report. The fourth quarter report, also known as the Annual Report, will include all Government Property records.
 - c. *Disposition Report* – The contractor will complete this report when the status of an asset changes and to request disposition instructions for that asset from the Contracting Officer. This report can be used at anytime during the life of a contract, but is required at the close of a contract.

Definitions of Terminology for Government Property Reporting

1. *Property, Plant, and Equipment (PP&E)*. Property, Plant, and Equipment are tangible assets that meet the following requirements.
 - a. Have a useful life of two (2) years or more;
 - b. Not intended for sale in the ordinary course of business;
 - c. Have been acquired or constructed for use by Sponsor.
 - d. PP&E also includes Capital Leases, but excludes items held for consumption such as operating materials and supplies. (Note: items that will lose their identity as they become part of another item.)
2. *Acquisition Cost – PP&E*. The sum of all costs incurred to bring the PP&E to the form and location of its intended use. Depending on the facts and circumstances by which the PP&E was acquired, cost may include any of the following items:
 - a. Amounts paid to vendors;
 - b. Transportation charges to point of initial use;
 - c. Handling and storage costs;
 - d. Labor and other direct or indirect production costs (for assets constructed or for improvements made to existing assets);
 - e. Engineering, architectural, and other outside services for designs, plans, specifications, and surveys;
 - f. Purchase price and preparation costs for buildings and other facilities;
 - g. An appropriate share of the cost of the equipment and facilities used in construction;
 - h. Fixed equipment and related installation cost required for activities in a building or facility;

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- i. Direct costs of inspection, supervision and administration of construction contracts and construction work;
 - j. Legal and recording fees and damage claims;
 - k. Fair value of equipment and facilities donated to the Government, and
 - i. Material amounts of interest costs paid.
3. *Acquisition Date*. The date when the Government takes title to or receives an asset, whichever occurs first. For GFE/GFP where the Government did not provide this information, the date will be when the contractor received the property under contract. For CAP the Acquisition Date will be the date that the contractor placed the item into service.
 4. *Contractor-Acquired Property (CAP)* as used in this part means property acquired or otherwise provided by the contractor for performing a contract and to which the Government has title.
 5. *Government-Furnished Property/Government-Furnished Equipment/Contractor-Acquired Property (GFP/GFE/CAP)* includes government-owned equipment and any other General PP&E provided to or procured by a contractor to use for performance under a contractual agreement with the Government to which the Government has title. Equipment which cannot operate in a standalone manner, or other property that is a component of finished goods, is considered Inventory for Sale within the definition of this regulation and not reportable as GFP/GFE/CAP.
 6. *Inventory* is tangible property that may include Bulk Purchases and is (a) held for sale, (b) in the process of production for sale, or (c) is consumed in the production of goods for sale. Inventory is distinct from GFE/GFP/CAP. An item of equipment intended to be integrated into a finished goods asset will be considered Inventory if it cannot operate in a standalone manner. Otherwise, the equipment will be classified and reported as GFE/GFP/CAP until such time as the asset is integrated into the finished goods. Inventory may be valued at latest acquisition cost or historical cost, which includes all costs incurred to bring the asset to its current condition and location.
 7. *Materials* are tangible personal property consumed in normal operations, including Bulk Purchases but excluding items defined above as Inventory. Materials may be valued at latest acquisition cost or historical cost.
 8. *Agency-Peculiar Property* is all property that includes costs of completed items, unique to the Agency, which are capable of stand-alone operation. Examples include safes or secure communication equipment.
 9. *Transfer of Property* is a change in accountability of the property between and among prime contracts, to another contractor, to the Government, or to other Government agencies.

Financial Reporting of Government Property

1. The Contractor shall submit a Government Property Report quarterly. The Contractor shall use the format outlined in the Section J attachment entitled "Government Property Report" and mail an original signed hardcopy of the Government Property Report along with softcopy in Excel spreadsheet format on a CD to the Government Property Administrator at the address provided in the Section G contract clause entitled [REDACTED] "Government Property". The recommended spreadsheet format is landscape using Courier New font size 11.
2. The prime Contractor shall include data on property in the possession of subcontractors in their reports.
3. The contractor is responsible for submitting four reports throughout the year. The first three quarterly reports the contractor will only include information on additions and deletions of Government property with an acquisition cost equal to or greater than \$50,000 since the previous report. The final or Annual Report will include information on all Government property, which includes GFP/GFE/CAP, Inventory, and Materials, held by the contractor.
4. The annual reporting period shall be from October 1 of each year through September 30 of the following year. Quarterly reports should indicate balance as of November 30, February 28, May 31, and August 31. The reports shall be submitted in time to be received by the 15th day of the reporting month: December, March, June, and September. The information contained in these reports is entered into the accounting system to reflect current asset values for financial statement purposes.

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Therefore, it is essential that required reports be received no later than the 15th day of the reporting month.

5. The Government must properly control and account for all transfers of property by maintaining adequate documentation for these transfers. Adequate documentation includes sufficient verifiable evidence supporting the Acquisition Cost and In-service Date of the transferred asset(s) and a copy of the Contracting Officer's signed authorization approving the transfer. The Government must effect all transfers of accountability and the contractors are responsible for maintaining an administrative and audit trail for transferred property, even if the property is physically shipped directly from one contractor to another. The shipping contractor is responsible for the accountability and reporting of property shipped between September 1 and September 30, regardless of the method of shipment, unless written evidence of receipt at destination has been received.
6. Upon completion or termination of the contract, the Contractor shall submit to the Contracting Officer a list of all equipment held under the contract during the contract period and all Agency-Peculiar Property on a Disposition Report. Disposition Reports shall be submitted within 30 calendar days after completion or termination of the contract, in accordance with Federal Acquisition Regulation (FAR) Subpart 45.6 and as outlined in paragraph 3.c. of the above Introduction section.

Instructions for Preparing the Financial Government Property Report

1. To complete any of the three (3) Government Property Reports, refer to Table 1 "Required Data Elements by Report Type" to determine which data elements are required for the desired report.
2. The party responsible for submitting the report must complete all required data elements.
3. The Government Property Report (Quarterly & Annual) and the Disposition Report are to be submitted as outlined in the paragraph entitled **Financial Reporting of Government Property**.

Table 1: Required Data Elements by Report Type

	Property Category	Asset ID #	Contract Number	Contract Admin	Delivery Date/Type	Manufacturer Name	Model Number	Unit Serial #	Acquisition Cost	In-Service Date	ICQ Date #	Date Location	Date Entered	Asset Status	Quantity	Unit of Measure	Address	Building	Room	Disposition Type	Disposition Doc#	Disposition Date
Government Property Report (Initial)	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
Government Property Report (Quarterly & Annual)	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	
Disposition Report	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	

Definition of Data Elements

1. **Property Category** – Select the appropriate choice to denote asset type and the method the property came into the contractor's possession. The choices are:
 - a. GFP (Government Furnished Property)
 - b. CAP (Contractor Acquired Property)
 - c. Inventory
 - d. Materials
2. **Asset ID #** - Enter the asset's unique identification number. For example, this may be in the asset's bar code.

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3. *Contract Number* – Enter the government contract number. In the case of subcontract relationships, please enter the number for the contract established with the government.
4. *Contractor Name* – Enter the name of the contractor who is the holder of record for government property. In the case of subcontractor relationships, please enter the name of the prime contractor. The sub-contractor's name should be entered in the "Address" cell. Contractor name abbreviations are not acceptable for this cell.
5. *Generic Asset Name/Description* – Enter the generic name/standard nomenclature of the asset in this cell. If the asset does not have a name, describe the asset's function in this cell.
6. *Manufacturer Name* – Enter the name, if known, regardless whether the asset was provided by the government, acquired by the contractor, or constructed by the contractor. Example Toyota.
7. *Mfr. Make* – Enter the manufacturer's make or description. Example Camry.
8. *Mfr. Model* - Enter the manufacturer's model name or number.
9. *Mfr Serial #* - Enter the manufacturer's unique serial number. In the rare cases where the asset does not have a serial number, enter "None."
10. *Acquisition Cost* – Enter the cost of the asset to include all costs incurred to place the asset in the form and location of its intended use.
11. *Acquisition Date* – Enter the date the property was placed into service.
12. *Acquisition Document #* - Enter the ID number of the document related to the acquisition source of the asset. Examples include transmittal documents for government furnished property and receiving and invoice documents for contractor acquired property.
13. *Document Location* - Enter the department or physical location of the document related to the acquisition source of the asset.
14. *Furnished Date* - Enter the date the property was furnished for this contract.
15. *Asset Status* – Select the appropriate selection from the five choices below:
 - a. In use – Where the asset is in working condition and being used.
 - b. In transit – Where the asset is being transported from one location to another or from the contractor to the government.
 - c. In storage – Where the asset is in working condition, but is not being used.
 - d. In repair – Where the asset is not in working condition, and is being repaired
 - e. Lost – Where the contractor cannot ascertain the asset's location while they are responsible for the asset
16. *Quantity* – Enter the amount on hand as of the quarterly reporting dates; November 30, February 28, May 31, and August 31 for the particular piece of property, equipment, inventory, or materials. This cell will only accept whole numbers above zero.
17. *Unit of Measure* – Enter the unit of measure for the item. Common responses include: each, foot, yard, gallon, acre, etc.
18. *Address* – Enter the address including street, city, and state the asset is located. For subcontract relationships, enter the subcontractor's name and address.
19. *Building* – Enter the building name/number the asset is located.
20. *Room* – Enter the room number of the building the asset is located.
21. *Disposition Type* - Describes the reason the contractor is seeking disposition.
 - a. Lost, Damaged or Destroyed - Deletion amounts that result from relief from responsibility under FAR 45.503 granted during the reporting period.
 - b. Transferred in Place - Deletion amounts that result from transfer of property to a follow-on prime contract or other prime contract with the same contractor.
 - c. Transferred to Agency Accountability - Deletion amounts that result from transfer of accountability to the Agency responsible for the contract, whether or not items are physically moved.
 - d. Transferred to Another Contractor - Deletion amounts that result from transfer of accountable government property from one responsible contractor to another responsible contractor.
 - e. Transferred to Another Government Agency - Deletion amounts that result from transfer of property to another Government agency.

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- f. Purchased at Cost/Returned for Credit - Deletion amounts that result from contractor purchase or retention of contractor-acquired property as provided in FAR 45.605-1, or from contractor returns to suppliers under FAR 45.605-2.
 - g. Disposed of Through Plant Clearance Process - Deletions other than transfers within the Federal Government, e.g., donations to eligible recipients, sold at less than cost, or abandoned/directed destruction, or trade-ins.
 - h. Other - Types of deletion other than those reported in paragraph (a) through (g) of this section such as those resulting from reclassifications (e.g. from equipment to agency-peculiar property).
22. *Disposition Document Number* – Enter the asset's disposition document number as provided to either the government or other party when this asset was removed from your accountability system.
23. *Disposition Date* – The date the Contractor's Property Administrator requested the disposition.

Instructions For Completing the Annual Government Property Report

1. *General:* The prime contractor shall report all property in its custody or in the custody of its subcontractor(s) as of the end of the annual reporting period by completing and certifying the final or annual report (see Financial Reporting of Government Property paragraph 3) which will consist of the following:
 - a. Completed Form 5025 entitled Annual Government Property Report,
 - b. Government Property Report (Excel spreadsheet containing the data elements identify in Table 1 above as the Government Property Report (Quarterly & Annual)),
 - c. Property Closeout Statement (if applicable), and
 - d. Copy of your latest Government Property Control System approval (FAR 45.104) by any Federal Government Agency.

The annual report shall be received no later than the 15th day of September. The Government may, depending on the volume of contracts and property held by the contractor, survey the contractor's Government Property Control System to verify the accuracy of reported data and the adequacy of the system for maintaining accountability of Government property.

2. *Form 5025 - Annual Government Property Report Instructions:*
 - a. Prior to the end of the annual reporting period, the Government Property Administrator may provide the contractor with a list of all contract numbers that must be included in the Annual Government Property Report. The contractor shall report on all active contracts including zero balances, if applicable.
 - b. The following instructions correspond to the numbered items on the Form 5025.
 1. Enter the full name as it appears on your contract(s) and official mailing address of the prime contractor with the Division or Group name stated after the corporate name.
 2. Enter the Code (Vendor) and Facility (Location) Code assigned to your Division or Group. These codes can be found in block 8 of the contract SF30.
 3. Enter the contract number(s) for which property status is being reported, including any zero balance contracts. List the contract numbers starting with the oldest numbers first. If additional space is required, the Form 5025-continuation sheet may be reproduced as needed.
 4. Report on GFP and CAP on separate lines. GFP and CAP should include both materials and inventory.
 5. Insert the total quantity of GFP and/or CAP property being reported as the number of line items. As an example; Transmitter, Model ZYX, with a quantity of 5, and a Monitor, Model AQM, with a quantity of 30 would be shown as 2 since this is the number of line items being reported. The FAR allows Contractors to statistically sample items that fall below a set dollar amount, e.g., \$10, \$20, or \$100 when performing inventories. These items may be lumped together and reported as one line item identified as "LOT".

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6. Provide the total acquisition cost for the total quantity of property being reported in column 5.
 7. Provide the sum of all GFP and CAP entries in column 5.
 8. Provide the sum of all GFP and CAP entries in column 6.
 9. The name, title, signature of the official certifying the accuracy of the report is required, as well as the date, phone and fax numbers.
3. *Government Property Report Instructions for Annual Submittal:* The final or Annual report will include information on all Government property, which includes GFP/GFE/CAP, Inventory, and Materials held by the contractor.
- a. The list of property shall be sorted by contract number and then by property category.
 - b. Acquisition costs and line items shall be totaled by property category for each contract.
 - c. A separate list of all property over \$50,000, sorted by contract number.
 - d. The recommended spreadsheet format is landscape using Courier New font size 11.
4. *Property Closeout Statement Instructions:* Upon completion or terminating of a contract, the contractor shall complete both Parts A and B of the Statement, date, sign and provide the title of the official certifying the accuracy of the Statement. The contractor shall provide a suggested disposition for any remaining accountable GFP/CAP. (A list of disposition types can be found in the Definition of Data Elements section.)

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Contract Data Classification Guide (CDCG)

Company Name: SRI International

Specific Location Vendor Code:

Contract or RFP Number:

COTR's Name:

Date: 1 August 2006

<u>Security Aspect of the Contract</u>	<u>Highest Classification</u>	<u>Reason</u>	<u>Declassify</u>	<u>Derivation</u>
Contract Definition				

1.

2. Work

Technical Information

Personnel Clearance Level

Statement of Work

Other

3. Reports

Periodic Progress

Produced Data

4. Hardware

Special Security Requirements: Access to the Sponsor's Classified Information Systems requires either an

The former requires a full scope polygraph and the latter requires a counterintelligence polygraph. Individuals cleared to the level will be used specifically for DNI contracts.

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**National Counterterrorism Center (NCTC)
Railhead – System Concept Definition (SCD) RFP**

**Attachment 6
SCD OCI Mitigation Plan**

To be Provided by the SCD Contractor

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Attachment No. 7: Concepts and Constraints

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**RAILHEAD
Concepts and Constraints Document**

27 March 2006



National Counterterrorism Center
Office of the Chief Information Officer

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1 (U) Introduction

2 (U) NCTC IT Background

3 (U) Concepts

3.1 (U) Life Cycle Definition

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3.2 (U) Architecture Definition

3.3 (U) Technology Selection

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3.4 (U) Incremental Development

4 (U) Constraints

4.1 (U) Policy

(U) The Railhead Program shall adhere to the appropriate policies and procedures including the following policies, as applicable:

- (U) Director of Central Intelligence Directive (DCID) 6/1 Security Policy for Sensitive Compartmented Information and Security Policy Manual
- (U) Director of Central Intelligence Directive (DCID) 6/3, Protecting Sensitive Compartmented Information within Information Systems
- (U) Director of Central Intelligence Directive (DCID) 6/4, Personnel Security Standards
- (U) Director of Central Intelligence Directive (DCID) 6/5 Policy for the Protection of Certain non-SCI Sources and Methods Information (SAMII)
- (U) Director of Central Intelligence Directive (DCID) 6/8 Unauthorized Disclosures, Security Violations, and Other Compromises of Intelligence Information
- (U) Director of Central Intelligence Directive (DCID) 6/9 Physical Security Standards for Sensitive Compartmented Information Facilities
- (U) Reasonable Accommodation of Individuals with Disabilities

4.2 (U) Environment

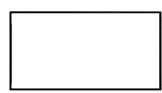
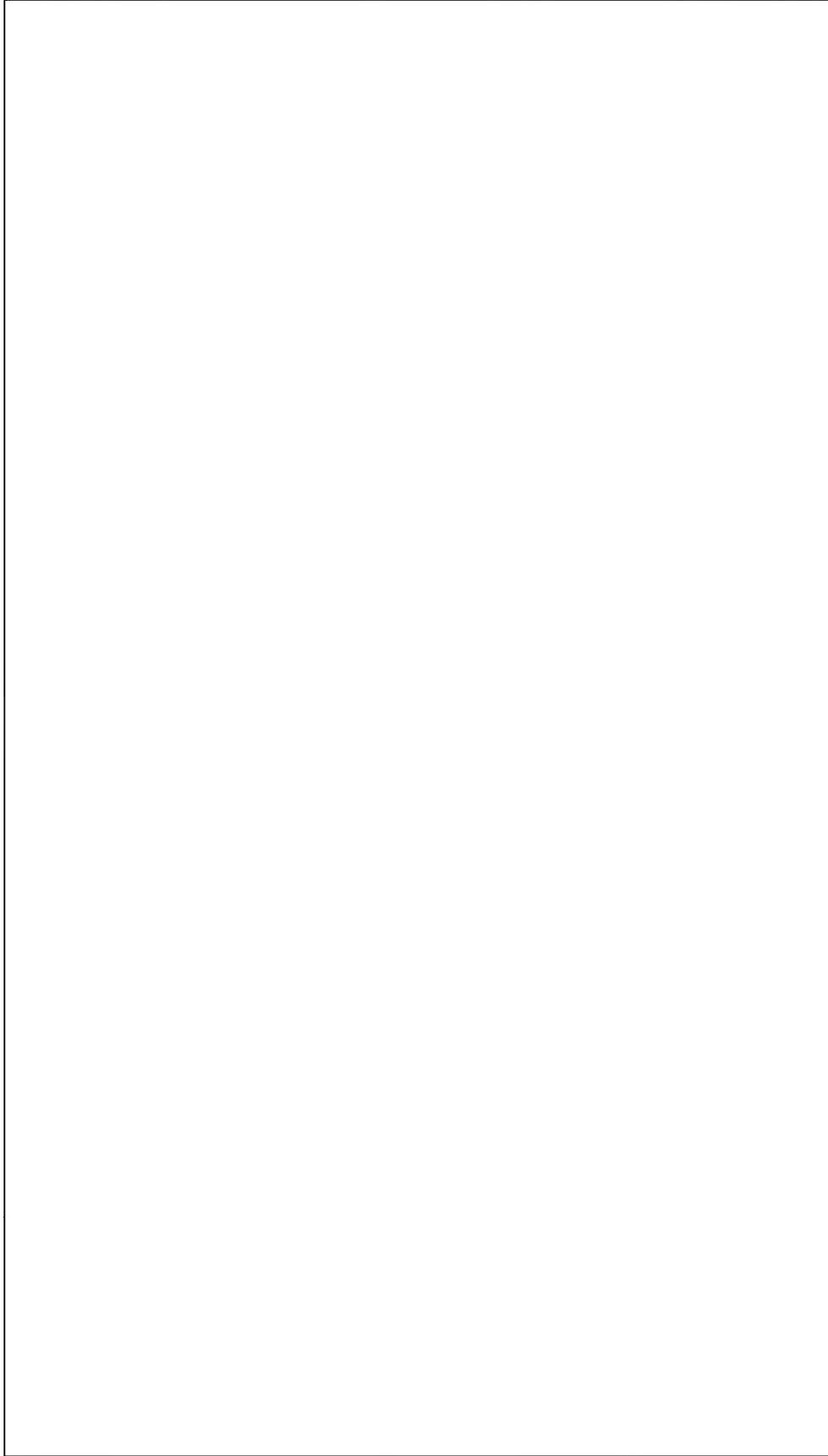
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4.3

4.4 (U) Railhead Program Environments Requirements

(U) The following table describes the Railhead personnel, connectivity, and the SCD Contractor facility requirements by work breakdown structure (WBS) item.

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Page 6

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Railhead C&C – 03/27/2006

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4.5 (U) Railhead SCD Contractor Connectivity and Processing Capability

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**Section J Attachment No. 8: Corporate Past Performance
Report and Questionnaire**

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SECTION I – PAST PERFORMANCE REPORT (PPR) (To be filled out and submitted by the Offeror)

(U) The Offeror shall complete this section. Referenced contracts should have requirements that are comparable in scope and complexity to Railhead SCD tasks, and are either on-going or have been active within the past five (5) years.

(U) In selecting past performance contracts, the Government is particularly interested in examples that illustrate the following accomplishments:

- Relevant system/enterprise architecture experience
- Relevant one-team experience working with other contractors absent formal contractual arrangements

(U) Please complete and submit the following tables for each of the contracts submitted to satisfy the Past Performance requirements.

(U) Questions may be directed to the Government CO [redacted]
[redacted]

<u>Contract Background Information</u>	
Company/Division Name:	
Program Name/Title:	
Awarding Agency/Entity:	
Contract Number:	
Brief Description of Contract Effort:	
Award Date:	
Contract Type (FFP, CPFF, etc.):	
Competitively Awarded (Yes or No):	
Government Program Manager	
Name	
Address	
Current Phone # (non-secure/secure):	
Current FAX # (non-secure/secure):	
Current E-Mail Address:	
Government Contracting Officer (CO)	
Name	
Address	
Current Phone # (non-secure/secure):	
Current FAX # (non-secure/secure):	
Current E-Mail Address:	
Government COTR	
Name	
Address	
Current Phone # (non-secure/secure):	
Current FAX # (non-secure/secure):	

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<u>Contract Background Information</u>	
Current E-Mail Address:	
Current Manager of the Organization Using the Product/Service	
Name	
Address	
Phone # (non-secure/secure):	
FAX # (non-secure/secure):	
E-Mail Address:	

<u>Financial Background Information</u>		
	Initial Value at Contract Award	Current/Final Contract Value
Estimated Cost		
Fixed Fee		
Total Price		
Level Of Effort		
Explanation for Any Variances		
Award Fee Structure and Amount Awarded		

- or -

<u>Financial Background Information</u>		
	Initial Value at Contract Award	Current/Final Contract Value
Firm Fixed Price		
Explanation for Any Variances:		

<u>Period of Performance Information</u>		
	Initial POP	Current or Final POP
Start Date		
End Date		
Total Number of Months		
Explanation for Any Variances:		

(U) In the remaining page allocation for this past performance project:

- Describe why the contract effort is relevant to NCTC/Railhead requirements and how the contract experience can best benefit NCTC and its Railhead requirements

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- Describe the system/enterprise architecture implementation approach that you used, and explain its relevance to the NCTC Railhead program
- Describe your reuse/make/buy approach for the software and hardware developed for the project and indicate the degree to which Open Source, Commercial-Off-The-Shelf (COTS) and Government-Off-The-Shelf (GOTS) software and hardware were used
- Describe the one-team approach that you used, and indicate the type of interaction, that is, a heterogeneous grouping of contractors in a common environment, an integrated team environment, or a prime-subcontractor environment, and explain its relevance to the NCTC Railhead program.
- Describe your success in overcoming cost, schedule and performance obstacles encountered

(U) The Offeror may use the remaining pages in this section to provide additional information that is relevant to the prime contractor's or team members' past performance.

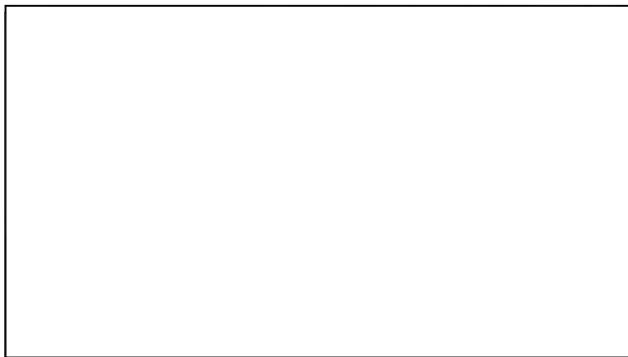
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SECTION II – PAST PERFORMANCE QUESTIONNAIRE (To be filled out and submitted by Agency/Entity POC provided by the Offeror)

(U) The Offeror shall provide this section of the questionnaire to relevant references. References should have requirements that are comparable in scope and complexity to Railhead SCD tasks, and are either on-going or have been active within the past five (5) years.

To the Offeror's References:

(U) We strongly encourage you to fill in meaningful comments where appropriate. If you would like to add any additional comments to the questionnaire and subsequent space is not provided, please attach additional pages or write on the back, identify the question letter and continue to make whatever comments you feel are necessary. When completed, please send to the following address by (the Offeror's Past Performance Proposal due date):



THANK YOU in advance for your participation.

(U) Background Information. Railhead SCD will require the prospective contractor to devise an enterprise/system architecture that will provide a unified information technology (IT) baseline to replace its current fragmented IT infrastructure. The benefits of this action will include the following:

- Providing users a unified and easier-to-use set of information technology capabilities
- A consolidation of efforts for operational systems with the primary objectives being increased integration, responsiveness, flexibility, efficiency, and relevancy to the user community
- Increased mission responsiveness and more frequent delivery of services to users in capability blocks throughout the life of the contract
- A transformation of inherited capabilities into a modern, modular, service-oriented solution that offers substantial reliability, maintainability and availability improvements over the current architecture.

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Name: _____

Title: _____

Program/Project: _____

Contract No: _____

Your Role in the Program/Project: _____

Are you familiar with the Offeror's work on other contracts? YES NO

1. CONTRACT PERFORMANCE HISTORY

1.A. Briefly describe the services rendered and the quality of these services.

1.B. Was the work performed within the negotiated period of performance and/or delivered according to the negotiated delivery schedule?

{ } YES { } NO

If NOT, please explain the cause of the delay(s).

Would this be considered? { } Excusable or { } Non-Excusable

1.C. Was the work completed within the negotiated cost or price?

{ } YES { } NO

If NOT, please identify the amount of cost/price increase. Describe the reasons for changes or cost growth. Please address the Contractor's ability to forecast and control cost.

1.D. Did the Contractor reasonably comply with the other terms and conditions of the contract?

{ } YES { } NO (If no, please explain)

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- 1.E. How would you rate the communication between the Contractor, contractor team (if appropriate), contracts office and the program office? Please circle one of the following:

Exceptional	10
Good	8
Average/No Record	5
Marginal	3
Unacceptable	0

- 1.F. How would you rate the willingness of the Contractor to cooperate with and assist the customer in resolving issues/problems? Please circle one of the following:

Exceptional	10
Good	8
Average/No Record	5
Marginal	3
Unacceptable	0

- 1.G. Were reports and invoices complete and submitted in a timely fashion?

{ } YES { } NO (If no, please explain)

- 1.H. How would you rate the Contractor's initiative in meeting requirements and committing adequate resources in a timely fashion to the contract to meet the requirements and to successfully solve problems? Please circle one of the following:

Exceptional	10
Good	8
Average/No Record	5
Marginal	3
Unacceptable	0

- 1.I. How would rate the process used by the Contractor to submit change orders and other required proposals in a timely manner? Please circle one of the following:

Exceptional	10
Good	8
Average/No Record	5
Marginal	3
Unacceptable	0

- 1.J. How would you rate the Contractor's overall performance of this contract? Please circle one of the following:

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Exceptional	10
Good	8
Average/No Record	5
Marginal	3
Unacceptable	0

- 1.K. If you had to do it again, would you contract with this Contractor for the same work? Please circle one of the following:

{ } YES { } NO (If no, please explain)

2. ENTERPRISE/SYSTEM ARCHITECTURE PERFORMANCE HISTORY

- 2.A. How effective was the Contractor in designing an enterprise/system architecture? Please circle one of the following:

Exceptional	10
Good	8
Average/No Record	5
Marginal	3
Unacceptable	0

NOT APPLICABLE

- 2.B. If applicable, was the enterprise/system architecture designed correctly the first time?

{ } YES { } NO (If no, please explain)

- 2.C. How effective was the Contractor in implementing an enterprise/system architecture? Please circle one of the following:

Exceptional	10
Good	8
Average/No Record	5
Marginal	3
Unacceptable	0

NOT APPLICABLE

- 2.D. If applicable, was the enterprise/system architecture implemented correctly the first time?

{ } YES { } NO (If no, please explain)

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-
-
-
-
- 2.E. Was Commercial-Off-The-Shelf (COTS), Open Source, or Government-Off-The-Shelf (GOTS) software or hardware used in the referenced program?

{ } YES { } NO

If yes, please explain the Contractor's role in identifying, and incorporating the COTS, Open Source and/or GOTS.

3. **ONE-TEAM ENVIRONMENT PERFORMANCE HISTORY**

- 3.A. How effective was the Contractor in coordinating, integrating, and managing the subcontractor(s) on the team? Please circle one of the following:

Exceptional	10
Good	8
Average/No Record	5
Marginal	3
Unacceptable	0

NOT APPLICABLE

- 3.B. How effective was the Contractor in working with other contractors on the project or on related programs? Please circle one of the following:

Exceptional	10
Good	8
Average/No Record	5
Marginal	3
Unacceptable	0

NOT APPLICABLE

- 3.C. How effective was the Contractor in working with your project office staff, your senior management, and your user community? Please circle one of the following:

Exceptional	10
Good	8
Average/No Record	5
Marginal	3
Unacceptable	0

NOT APPLICABLE

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Attachment 9: Contractor Personnel Summary List (CPSL) Template

Preparation Instructions:

The CPSL is to be used to specifically identify the following information for each individual Railhead contract employee. Please use the template on the next page to provide this information.

- Full Name (First Name, Middle Initial, and Last Name)
- Employer
- SOW paragraph/WBS to be supported by the employee
- Social Security Number
- Date of Birth
- Clearances/Accesses currently held by the employee
- Background Investigation (BI) Date (if applicable)
- Polygraph Date (if applicable)
- Polygraph Type (i.e. Full Scope, Counter Intelligence, etc. – if applicable)
- Government Agency responsible for issuing existing clearances/accesses
- Clearances/Accesses required to perform under Railhead
- Date the individual is expected to start working on the Railhead program

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Page 2 of 2
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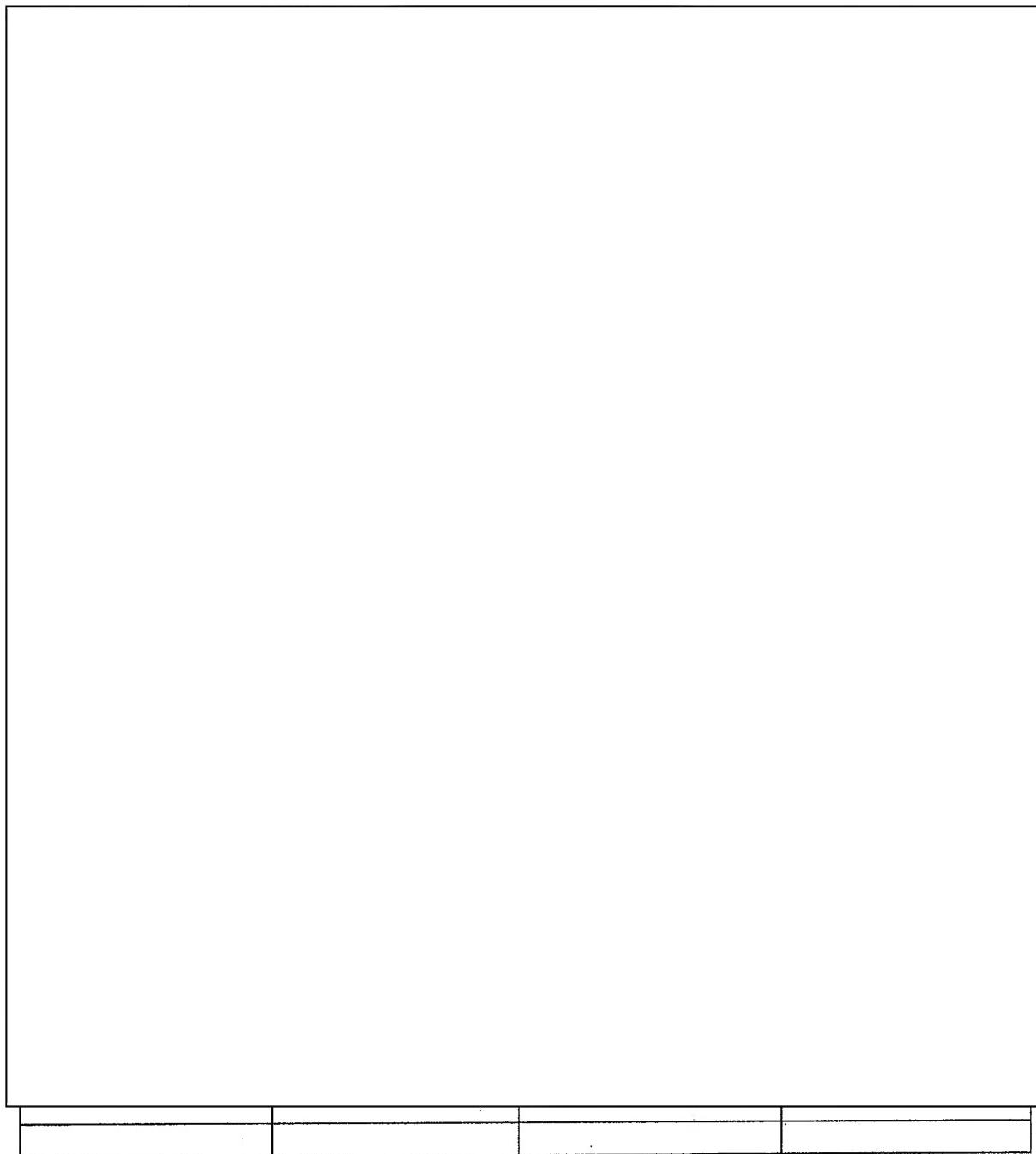
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Attachment No. 10: Resume Template

Preparation Instructions:

The Offeror shall use the following template to prepare its resumes. The size of each submitted resume is limited to two pages.

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Section J Attachment 11: Statement of Work Template

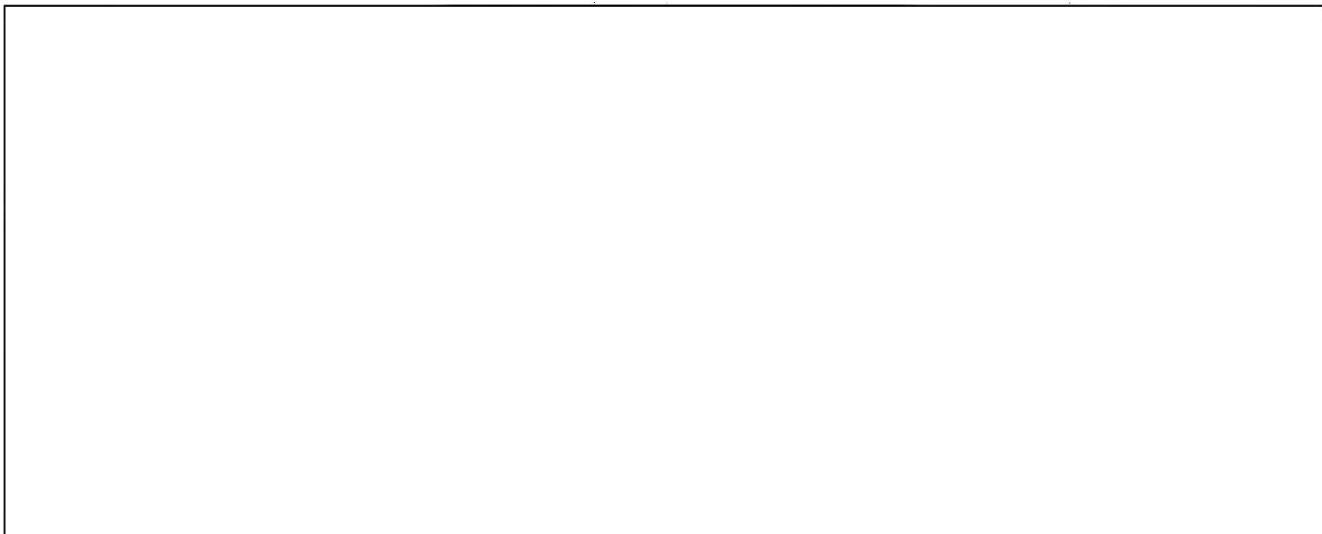
Preparation Instructions:

The Offeror shall use the following template to prepare a Railhead SCD Statement of Work (SOW).

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Railhead SCD

Statement of Work



1. Scope

2. Applicable Documents

3. Task Order Technical Requirements

3.1. SCD Base

3.1.1 Program Management

3.1.2. Business Process Re-engineering

3.1.3 Architecture Definition

3.1.4. Validation Support

4. Period of Performance

5. Place of Performance

6. Personnel

6.1 Resumes

7. Government Furnished Equipment and Information

8. Special Considerations

8.1 Data Rights

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8.2. Travel

9. Security

Attachment 1: Contract Data Requirements List (CDRL)

Attachment 2: Acronyms and Definitions

Instructions: Fill in Section B tables below and copy into the Model Contr

System Concept Definition (SCD)

Base IDIQ

July 2006 - July 2011

COST PLUS AWARD FEE/Completion (CPAF) Work: Base Period (Estimated) (17 Jul 2006 - 17 Jul 2011)

Labor Category	Estimated Cost/Hr.	Award Fee/Hr.

(Offerors insert additional rows as necessary)

COST PLUS AWARD FEE/Completion (CPAF) Work: Option 1 Period (Estimated) (17 Jul 2006 - 17 Jul 2011)

Labor Category	Estimated Cost/Hr.	Award Fee/Hr.

(Offerors insert additional rows as necessary)

COST PLUS AWARD FEE/Completion (CPAF) Work: Option 2 Period (Estimated) (17 Jul 2006 - 17 Jul 2011)

Labor Category	Estimated Cost/Hr.	Award Fee/Hr.

(Offerors insert additional rows as necessary)

COST PLUS AWARD FEE/Completion (CPAF) Work: Option 3 Period (Estimated) (17 Jul 2006 - 17 Jul 2011)

Labor Category	Estimated Cost/Hr.	Award Fee/Hr.

(Offerors insert additional rows as necessary)

COST PLUS AWARD FEE/Completion (CPAF) Work: Option 4 Period (Estimated) (17 Jul

Labor Category	Estimated Cost/Hr.	Award Fee/Hr.

(Offerors insert additional rows as necessary)

**Fill out Schedules above and the insert information in Base Contract Section B.1 Schedules
ALL OVERHEAD Rates are Contractor Site Overhead Rates**

act. Link to the appropriate worksheets in this workbook to show your



006 – 16 Jul 2007)

Total CPAF/Hr.

2007 – 16 Jul 2008)

Total CPAF/Hr.

2008 – 16 Jul 2009)

Total CPAF/Hr.

2009 – 16 Jul 2010)

Total CPAF/Hr.

2010 – 16 Jul 2011)

Total CPAF/Hr.

cost buildups

Instructions: Fill in Section B tables below and copy into the Model Co

B-1

Estimated Cost:
Maximum Award Fee:
Total Estimated CPAF:

Period No.	Start Date	Award Fee Available	Score	Award Fee Earned	Residual Award Fee
1	17-Jul-07				
2	13-Jan-08				
Totals					

B-2

	Amount
Travel	
TOTAL	

contract. Link to the appropriate worksheets in this workbook to show

/ your cost buildups

**Instructions: Fill in Section B tables below and copy into the Model Cc
B-1**

1. Base Period (Estimated): 17 Jul 2006 through 16 Jul 2007.

Total Estimated Cost	
Total Estimated Fixed Fee	
Total Estimated CPFF	
Total LOE (hours)	

Total Est Costs W/O Fee + ODCs
Fee
Total Est Costs, + Fee, + ODCs
From Cumm Hrs Work Sheet

2. Option Period 1 (Estimated): 17 Jul 2007 through 16 Jul 2008.

Total Estimated Cost	
Total Estimated Fixed Fee	
Total Estimated CPFF	
Total LOE (hours)	

Total Est Costs W/O Fee + ODCs
Fee
Total Est Costs, + Fee, + ODCs
From Cumm Hrs Work Sheet

3. Option Period 2 (Estimated): 17 Jul 2008 through 16 Jul 2009.

Total Estimated Cost	
Total Estimated Fixed Fee	
Total Estimated CPFF	
Total LOE (hours)	

Total Est Costs W/O Fee + ODCs
Fee
Total Est Costs, + Fee, + ODCs
From Cumim Hrs Work Sheet

4. Option Period 3 (Estimated): 17 Jul 2009 through 16 Jul 2010.

Total Estimated Cost	
Total Estimated Fixed Fee	
Total Estimated CPFF	
Total LOE (hours)	

Total Est Costs W/O Fee + ODCs
Fee
Total Est Costs, + Fee, + ODCs
From Cumm Hrs Work Sheet

5. Option Period 4 (Estimated): 17 Jul 2010 through 16 Jul 2011.

Total Estimated Cost	
Total Estimated Fixed Fee	
Total Estimated CPFF	
Total LOE (hours)	

Total Est Costs W/O Fee + ODCs
Fee
Total Est Costs, + Fee, + ODCs
From Cumm Hrs Work Sheet

(c) The estimated composition of the total labor-hours under this contract is as follows:

Labor Category	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
Totals					

(Offerors insert additional rows as necessary)

B-2

1. Option for Increased Quantity Within Base Period (17 Jul 2006 through 16 Jul 2007):

(Offerors insert additional rows as necessary)

2. Option for Increased Quantity Within Option Period 1 (17 Jul 2007 through 16 Jul 2008):

CPFF/LOET Work: Option 1 Period (Start Date – End Date)			
Labor Category	Estimated Cost/Hr.	Fixed Fee/Hr.	Total CPFF/Hr.

(Offerors insert additional rows as necessary)

3. Option for Increased Quantity Within Option Period 2 (17 Jul 2008 through 16 Jul 2009):

(Offerors insert additional rows as necessary)

4. Option for Increased Quantity Within Option Period 3 (17 Jul 2009 through 16 Jul 2010):

(Offerors insert additional rows as necessary)

5. Option for Increased Quantity Within Option Period 4 (17 Jul 2010 through 16 Jul 2011):

CPFF/LOET Work: Option 4 Period (Start Date – End Date)			
Labor Category	Estimated Cost/Hr.	Fixed Fee/Hr.	Total CPFF/Hr.

(Offerors insert additional rows as necessary)

B-3. Type of Contract and Consideration (Cost) (OCT 2003) – Other Direct Costs

This is a Cost contract as identified under Federal Acquisition Regulation (FAR) 16.302, bearing no fee and

Period	Amount
Base	
Option #1	
Option #2	
Option #3	
Option #4	
TOTAL	

[Link to ODCS Worksheet](#)

Contract. Link to the appropriate worksheets in this workbook to show

(From Cumm Labor \$ + ODC \$ Sheets)

Link To WBS X.X Worksheet for each labor category

Fill in with proposed costs for each labor category available for additional quantity

Fill in with proposed costs for each labor category available for additional quantity

Fill in with proposed costs for each labor category available for additional quantity

Fill in with proposed costs for each labor category available for additional quantity

Fill in with proposed costs for each labor category available for additional quantity

I in the estimated cost as follows:

v your cost buildups

Attachment No. 15: SCD SF 4311 Template

FORM 4311 OBSOLETE
9-93 PREVIOUS
 EDITIONS

CERTIFICATE PERTAINING TO FOREIGN INTERESTS

(Type or print all answers)

Form Approved
OMB No. 0704-0194
Expires Sep 30, 2007

The public reporting burden for this collection of information is estimated to average 70 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0194). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION. RETURN COMPLETED FORM TO YOUR RESPECTIVE COGNIZANT SECURITY OFFICE.

PENALTY NOTICE

Failure to answer all questions or any misrepresentation (by omission or concealment, or by misleading, false or partial answers) may serve as a basis for denial of clearance for access to classified information. In addition, Title 18, United States Code 1001, makes it a criminal offense, punishable by a maximum of five (5) years imprisonment, \$15,000 fine or both, knowingly to make a false statement or repre-

sentation to any Department or Agency of the United States, as to any matter within the jurisdiction of any Department or Agency of the United States. This includes any statement made herein which is knowingly incorrect, incomplete or misleading in any important particular.

PROVISIONS

1. This report is authorized by the Secretary of Defense, as Executive Agent for the National Industrial Security Program, pursuant to Executive Order 12829. While you are not required to respond, your eligibility for a facility security clearance cannot be determined if you do not complete this form. The retention of a facility security clearance is contingent upon your compliance with the requirements of DoD 5220.22-M for submission of a revised form as appropriate.
2. When this report is submitted in confidence and is so marked, applicable exemptions to the Freedom of Information Act will be invoked to withhold it from public disclosure.
3. Complete all questions on this form. Mark "Yes" or "No" for each question. If your answer is "Yes" furnish in full the complete information under "Remarks."

QUESTIONS AND ANSWERS

	YES	NO
1. (Answer 1a, or 1b.) a. (For entities which issue stock): Do any foreign person(s), directly or indirectly, own or have beneficial ownership of 5 percent or more of the outstanding shares of any class of your organization's equity securities?		
b. (For entities which do not issue stock): Has any foreign person directly or indirectly subscribed 5 percent or more of your organization's total capital commitment?		
2. Does your organization directly, or indirectly through your subsidiaries and/or affiliates, own 10 percent or more of any foreign interest?		
3. Do any non-U.S. citizens serve as members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials?		
4. Does any foreign person(s) have the power, direct or indirect, to control the election, appointment, or tenure of members of your organization's board of directors (or similar governing body) or other management positions of your organization, or have the power to control or cause the direction of other decisions or activities of your organization?		
5. Does your organization have any contracts, agreements, understandings, or arrangements with a foreign person(s)?		
6. Does your organization, whether as borrower, surety, guarantor or otherwise have any indebtedness, liabilities or obligations to a foreign person(s)?		
7. During your last fiscal year, did your organization derive: a. 5 percent or more of its total revenues or net income from any single foreign person? b. In the aggregate 30 percent or more of its revenues or net income from foreign persons?		
8. Is 10 percent or more of any class of your organization's voting securities held in "nominee" shares, in "street names" or in some other method which does not identify the beneficial owner?		
9. Do any of the members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials hold any positions with, or serve as consultants for, any foreign person(s)?		
10. Is there any other factor(s) that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of your organization?		

REMARKS (Attach additional sheets, if necessary, for a full detailed statement.)

CERTIFICATION

I CERTIFY that the entries made by me above are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

WITNESSES:

(Date Certified)

By _____
(Signature of Authorized Contractor Representative)

(Typed Name of Contractor)

(Title of Authorized Contractor Representative)

(Address)

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

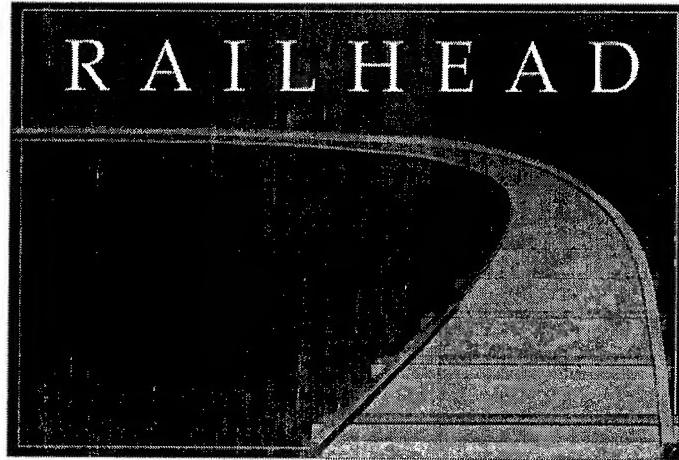
I, _____, certify that I am the _____

of the corporation named as Contractor herein; that _____

who signed this certificate on behalf of the Contractor, was then _____
of said corporation; that said certificate was duly signed for and in behalf of said corporation by authority of its governing body, and is
within the scope of its corporate powers.

(Corporate Seal)

(Signature and Date)



**RAILHEAD
System Concept Definition (SCD)
Award Fee Plan (AFP)**

Last Revision: 20 March 2006



**National Counterterrorism Center
Office of the Chief Information Officer**

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NCTC Railhead
System Concept Definition
Award Fee Plan

1. PURPOSE OF AWARD FEE

Award Fee affects the areas under the Contractor's control that can be evaluated quantitatively and/or qualitatively. The Government's purpose in granting an Award Fee has several facets including:

- To clearly portray to the Contractor the Government's objectives and priorities of a particular performance period;
- To provide encouragement by rewarding the Contractor for demonstrating superior performance in achieving the objectives of the contracted effort; and
- To enhance communication between the Government and the Contractor.

This Award Fee Plan describes the responsibilities, procedures and evaluated criteria in determining the Contractor's earned Award Fee for the System Concept Definition (SCD) contract for the Railhead Program.

2. AWARD FEE

The Contractor may earn a maximum possible award fee in the amount specified under the contract clause entitled "Type of Contract and Consideration." The total possible award fee specified therein will be made available at six (6) month intervals and in the incremental amounts specified.

The Contractor's performance will be evaluated and fee will be awarded in accordance with the procedures, terms, and criteria set forth throughout this plan. Because all of the potential factors for consideration cannot be defined precisely, the evaluations, recommendations and determinations may not be limited to the guidelines of this plan.

3. EVALUATION PERIODS

As specified under the contract clause entitled "Type of Contract and Consideration," performance evaluations will be conducted in six (6) month intervals for the purpose of determining the amount of award fee earned. The award fee intervals are **1 June through 30 November and 1 December through 31 May**. The incremental fee amounts associated with each period of evaluation may be split equally or quantified on the basis of the extent and/or type of work to be accomplished during the individual periods. Should the contract be modified to affect either the scheduled

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delivery/performance or scope of work, the periods of evaluation and the corresponding increments of fee will be adjusted to account for such changes.

4. GENERAL EVALUATION CATEGORIES AND CRITERIA

The evaluation criteria are set forth below (not necessarily listed in order of importance), and will apply to all evaluation periods. Not all of the criteria within each of the evaluation categories identified below will be applicable to the work to be accomplished during any given period of evaluation. In addition to these general evaluation criteria, the Government may develop individual and more specific sets of criteria for each evaluation period.

4.1. Technical and Delivery Performance

Performance in this area may be evaluated relative to accomplishments associated with but not necessarily limited to the following:

- (i) The analysis, interpretation, definition, verification and/or execution of technical requirements;
- (ii) Comprehension of and compliance with the Statements of Objective;
- (iii) The reasonableness of proposed technical tradeoffs from the standpoint of their effect on quality, maintainability, reliability and overall performance of the components and/or system;
- (iv) The ability to recommend and/or carry out practical solutions in areas of technical deficiency;
- (v) The extent to which contract performance is ahead or behind schedule;
- (vi) The effective use of schedule alternatives to meet program and/or contract objectives;
- (vii) The ability to identify schedule conflicts resulting from problem areas and overcome them in order to maintain or improve schedules;
- (viii) The degree of Government visibility into the progress of the contract as expressed in the level of detail included in progress/schedule reporting; and
- (ix) The thoroughness and accuracy of progress reporting.

4.2. Project Management and Cost Performance and Control

Performance in this area may be evaluated relative to accomplishments associated with but not necessarily limited to the following:

- (i) The use and effectiveness of program planning and organization management techniques;
- (ii) The ability to provide, properly place and/or effectively use qualified personnel;
- (iii) The timely recognition and/or anticipation of problem areas to avoid or recover from delays;
- (iv) The ability to focus attention on critical issues and problem areas;

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- (v) The ability to provide innovative and practical solutions to problem areas declared by the Government;
- (vi) The formulation of technical guidance or management decisions, which are consistent with contract objectives;
- (vii) The degree of Government visibility into the management of the project from both a technical and cost standpoint;
- (viii) Compliance with contractual requirements;
- (ix) The ability to remain within the estimated total cost of the contract and, if necessary, the incremental funding profiles;
- (x) The degree of Government's visibility into the actual and budgeted cost of the contract, as expressed in the level of detail included in cost (funds expenditure) reporting;
- (xi) The timeliness and accuracy of cost and/or person-hour expenditure reporting;
- (xii) The adequacy, maintenance and reliability of the overall financial management plan;
- (xiii) The ability to identify areas of possible cost growth early and/or implement effective management controls to enable cost increases to be foreseen;
- (xiv) The ability to recommend and/or implement practical solutions in areas of cost growth;
- (xv) The extent to which cost reduction efforts are employed as a management tool or objective through economies in the use of direct labor and/or alternate technical/management approaches;
- (xvi) The extent to which cost reductions are realized through the use of alternate arrangements, designs, processes or methods, etc; and
- (xvii) The ability to provide timely, complete and accurate cost estimates (proposals) applicable to contract changes and/or revised "Estimate to Complete."

4.3. Security Performance

Performance in this area will be evaluated relative to accomplishments associated with but not necessarily limited to the following:

- (i) The timely submission of Contractor-personnel security approval requests as required by the contract;
- (ii) The extent to which the security policies and standards set forth under this contract are adhered to;
- (iii) The proper classification, handling and processing of classified contract data and documents, particularly those requiring an approved computer security plan;
- (iv) The Contractor's overall record of compliance with established Agency security directives and procedures, including prompt actions taken to correct any noted deficiencies; and
- (v) Prompt correction of security deficiencies noted during security inspections.

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5. SPECIFIC EVALUATION CRITERIA

The evaluation categories and criteria to be applied to each individual evaluation period will be established by the Government and provided to the Contractor in accordance with the following guidelines and procedures:

- a. At the discretion of the Contracting Officer and designated Government Project Manager/Contracting Officer's Technical Representative (COTR), a meeting between cognizant Government and Contractor representatives may be convened, prior to the scheduled start of each evaluation period, to review the technical progress and financial status of the contract, in order to identify any area of concern and/or possible improvement expected relative to the upcoming period.
- b. After considering the information, which may be derived from such a meeting or otherwise made available, and while recognizing that not all of the "General Evaluation Criteria" will necessarily apply, the Government will formulate the specific criteria and weightings to be applied to the next evaluation period, with consideration given to the following:
 - (i) The Contractor's accomplishments, problems, strengths and/or weaknesses during the current period of evaluation, from either a technical, cost or management standpoint;
 - (ii) The milestones and/or objectives to be accomplished during the forthcoming evaluation period;
 - (iii) The general evaluation categories and the extent to which definitive criterion may be developed and applied to various aspects of the next period of evaluation;
 - (iv) The category weighting range table and the emphasis needed to direct the Contractor's attention to an area of interest to the Government or motivate the Contractor towards better performance in an area of immediate concern; and
 - (v) Any other factors considered by the Government to be pertinent to Contractor performance during the scheduled evaluation period.
- c. Prior to the scheduled start of each evaluation period, or no later than the award fee modification for the previous period, the Government will provide written notification to the Contractor concerning the "Specific Evaluation Criteria" to be applied during the period. The Government's notification shall provide the Contractor with specific guidance relative to the areas of special emphasis under the forthcoming period of evaluation.

6. EVALUATION CATEGORY WEIGHTINGS

As stated above, the Government will determine the category weights to be applied to the upcoming period and may provide written notification of the assigned weights to the Contractor. Although each of the evaluation categories identified under paragraph 4

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above will apply to every period of evaluation, the weights associated with each category may vary from period to period. However, the sum total of the applied weights will equal one hundred (100) percent. The following table provides sample ranges within which specific weightings may be identified for use during a given evaluation period:

Category	Weighting (%) Range
Technical and Delivery Performance	
Project Management and Cost Performance and Control	
Security Performance	

7. INTERIM AWARD FEE FEEDBACK

The Contracting Officer may issue the Contractor written interim award fee feedback, within two (2) weeks of the three (3) month award fee period mid-point. This feedback may include a narrative discussion of the observed strengths and weaknesses of the Contractor's performance thus far, including any areas that need significant improvement. If the CO and COTR deem it necessary, the Contractor will be required to provide a response to the feedback, setting forth plans to increase effectiveness, or justifying why increasing effectiveness is not feasible. In the event interim feedback is not provided, the Government will not be precluded from considering any deficiencies when determining award fee earned.

8. SELF-EVALUATION REPORT

The Contractor may offer a self-evaluation of its performance against the evaluation criteria applicable to a specific contract milestone or period undergoing evaluation. This information is provided to the Contracting Officer and Government's Project Manager/COTR and may be considered for performance evaluation purposes.

9. PERFORMANCE EVALUATION ORGANIZATION

The general responsibilities, composition and conduct of the Performance Evaluation Organization are summarized below.

- a. *Responsibilities:* In general, the Railhead PM will be responsible for:
 - (i) Establishing the criteria for evaluating the Contractor's performance;
 - (ii) Determining the tentative performance evaluation and Award Fee in consultation with the Contracting Officer's Technical Representative (COTR) and Contracting Officer (CO); and
 - (iii) Recommending the award fee percentage earned, commensurate with the Contractor's overall performance.
- b. *Fee Determining Sessions:* The designated Fee Determining Official (FDO)

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will convene a performance evaluation session for the purpose of reviewing the specific criteria established for the preceding period, and for determining the overall adjective ratings and numerical score which best represents the measure of performance demonstrated by the Contractor during the period evaluated. (Refer to paragraph 10 for the Evaluation Rating Scale.) The award fee score will be assigned by consensus. To accomplish this, the FDO will analyze the quantitative and/or qualitative aspects of the work scheduled/expected to be accomplished and weigh the strengths and weaknesses of the Contractor's performance.

The FDO will give careful consideration to the following:

- (i) The "specific evaluation criteria" applicable to the period undergoing evaluation;
 - (ii) The weightings associated with such criteria and period;
 - (iii) The written evaluation and recommendations provided by the Government Project Manager/COTR and other Government personnel during the performance evaluation session;
 - (iv) The performance level ratings and descriptions defined by the evaluation rating scale; and
 - (v) Any other relevant information formally presented to the PEB, which the board considers pertinent to its evaluation of Contractor performance (e.g., Contractor's self-assessment).
- c. The FDO will complete his/her evaluation and instruct the Government Project Manager/COTR to document the award fee determination in accordance with the his/her findings in preparation for presentation to the Contractor.
 - d. The FDO and PM will have an opportunity to revise the "specific evaluation criteria" for the next award fee period, if necessary.
 - e. The Government Project Manager/COTR will schedule a formal briefing to Contractor personnel for each award fee determination period. Generally, this session will be held within 45 days of the end of the award fee period. It may be held at either the Government or Contractor facility. Typically, the session is restricted to the FDO, PM, COTR and appropriate Contractor personnel.
 - f. The Contracting Officer will issue a unilateral contract modification which will specify the amount of the award fee determination and revise the clause entitled "Type of Contract and Consideration" to enable the Contractor to invoice the Government for the amount of award fee earned.

10. EVALUATION RATING SCALE

The Government Project Manager/COTR and FDO will use the levels of performance described below to determine the adjective rating and numerical score which best

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represents the measure of performance demonstrated by the Contractor during the period evaluated:

Performance Level Ratings and Descriptions

Adjectival Rating	Grade	Definition
Outstanding/ Excellent (93-100)	A	<ul style="list-style-type: none"> • Performance is superior in all respects and represents the best that can be expected in that the standards of performance normally expected of an average Contractor have been exceeded by a substantial margin. • Initiative and exceptional problem solving in executing the terms and conditions of the contract, Statement of Objectives, and invoking improvements have been consistently demonstrated. • There are no weaknesses in performance and/or such relatively unimportant weaknesses have been corrected as a result of Interim Feedback or Self Evaluation.
Very Good (80-92)	B	<ul style="list-style-type: none"> • Performance is substantially better than average in virtually all respects and represents the best that can be expected in that the standards of performance normally expected of an average Contractor have been exceeded by a significant margin. • Initiative and above average problem solving in executing the terms and conditions of the contract, Statement of Objectives, and invoking improvements have been demonstrated. • There are very few weaknesses, which are more than offset by areas of above average performance. • Weaknesses are expected to have been corrected as a result of Interim Feedback or Self Evaluation.
Good (70-79)	C	<ul style="list-style-type: none"> • Performance is better than average in all respects and represents more than what is expected in that the standards of performance normally expected of an average Contractor have been exceeded.

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Adjectival Rating	Grade	Definition
		<ul style="list-style-type: none"> • Initiative and problem solving in executing the terms and conditions of the contract, Statement of Objective and invoking improvements has been demonstrated. • Areas of weakness are few and more than offset by areas of above average performance. • Weaknesses are expected to have been addressed and corrective action undertaken as a result of Interim Feedback or Self Evaluation.
Fair/ Satisfactory (50-69)	D	<ul style="list-style-type: none"> • Performance is average in nearly all respects and represents what is normally expected in that the standards of performance applied to an average Contractor have been met. • Initiative and problem solving in executing the terms and conditions of the contract, Statement of Objective and invoking improvements have been demonstrated occasionally. • Areas of weakness may be offset by areas of above average performance. • Recognized weaknesses are expected to have been addressed and corrective action undertaken as a result of Interim Feedback or Self Evaluation.
Unacceptable (0)	N/A	<ul style="list-style-type: none"> • Performance is deficient in all or a majority of the evaluation criteria and does not represent what is expected of any qualified Contractor in that the standards of performance normally applied to an average Contractor have not been met. • Initiative and problem solving in executing the terms and conditions of the contract, Statement of Objective and invoking improvements have not been demonstrated. • There are few or no areas where average performance has been demonstrated. • Recognized weaknesses and/or deficiencies have not been addressed and corrective action has not been undertaken

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Adjectival Rating	Grade	Definition
		<p>as a result of Interim Feedback or Self Evaluation.</p> <ul style="list-style-type: none">• Immediate improvement is required in order to permit continuation of the contract.• Termination is imminent.

11. SPECIAL SCORING FOR SECURITY ANOMALIES

During contract performance, a security anomaly, infraction, or violation may override all other performance criteria and may result in an overall award fee determination of zero at the unilateral discretion of the fee determining official (FDO) in coordination with the cognizant security office representative and contracting officer.

12. DISPOSITION OF UNEARNED AWARD FEE

The FDO may rollover unearned fee as follows:

- a. Immediate application to either the next award fee period or any successive award fee period(s) (depending on fiscal limitations) or special incentive(s) based on the existing evaluation criteria or specifically delineated criteria and/or established milestones;
- b. Reserved in a "Discretionary Award Fee Pool" for possible future application to any subsequent period(s) and/or special incentive(s), generally or specifically delineated; and/or
- c. Removed from further consideration of payment under the terms of the contract and this plan.

13. AWARD FEE PLAN CHANGES

The Government reserves the right to make unilateral changes to the Award Fee Plan. This right includes, but is not limited to, changing evaluation criteria, weights, evaluation periods, disposition of unearned award fee, and allocation of remaining award fee pools. The Contractor will receive a unilateral modification reporting the change at any time, but no less than ten (10) business days, prior to the beginning of the award fee period that is affected by the change. Changes made less than ten (10) business days prior to the beginning of the award fee period affected by the change may be executed via supplemental agreement.

14. DISPUTES

The Government's determination of award fee and the methodology for determining the award fees are unilateral decisions made solely at the discretion of the Government. However, matters affecting the base fee, award fee or other contractual conditions are subject to the procedures and/or remedies provided under the contract clause entitled

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"Disputes" at the Contractor's discretion.

15. TERMINATION

In the event that the contract under which this award fee plan applies is terminated, the Contractor will retain all award fees earned up to the effective date of such termination, and the Government will determine the maximum amount of additional fee which may be paid, based on the results of a performance evaluation. The remaining award fee for all periods subsequent to the termination will be considered unearned or unearnable.

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Attachment No. 18: Work Breakdown Structure (WBS)

Following is the WBS for the System Concept Definition (SCD) Contract.

WBS Element	WBS Description

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Attachment No. 22: Key Management Personnel List (KMPL)

Preparation Instructions:

The Offeror shall use the following template to submit its key management personnel information.

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(CLASSIFY AS APPROPRIATE)

Attachment No. 20: Subcontractor Notification Form

(CLASSIFY AS APPROPRIATE)

Last Revised on 4-9-03

(CLASSIFY AS APPROPRIATE)

(CLASSIFY AS APPROPRIATE)

Last Revised on 4-9-03

Attachment No. 21: EFT Form

ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION

Vendor Code:

Dunn & Bradstreet #: _____ / Tax Id #: _____

1) Name of the Financial Institute to receive payment for your company: _____

2) Complete Address of the Financial Institution: _____

3) Financial Institutions nine (9) digit ABA Routing #: _____

4) Contractor's Account # to be credited w/funds: _____

5) Type of Account at the Financial Institution: _____
Checking _____ Savings _____

6) Point of Contact at Company:

Person's Name: _____

Person's Title: _____

Person's Phone#: (_____) _____

7) Contractor's Remittance Address:

Contractor's Authorizing Signature: _____ Date _____